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ABSTRACT

The collective bargaining agreement between the University of the District of Columbia and the University of the District of Columbia Faculty Association, an affiliate of the National Education Association, for the period October 1, 1988 to September 30, 1993 is presented. The agreement's 33 articles cover the following: purpose and intent, scope of unit, exclusivity, definitions, association rights, dues deduction, grievance procedure and arbitration, management rights, disciplinary/adverse action (principles, initiation of action, appeal and review, association participation), consultation, academic freedom/academic rights and responsibilities, university tenure, evaluation procedures (student, faculty, appeals, chairperson's role), promotion procedures (principles, promotion committees, procedures), workload, compensation (benefits, parking, tuition remission, overload compensation, leaves, faculty development), procedures for leaves, transfers, reduction in force, non-discrimination/affirmative action, official personnel files, learning resource faculty, support systems, safety and health, vacancy notices, university calendar, new faculty, entire agreement, savings clause, duration of the contract, agreement distribution. (JB)

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ED339279

FOURTH MASTER AGREEMENT

BETWEEN

THE UNIVERSITY OF THE DISTRICT OF COLUMBIA

AND

UNIVERSITY OF THE DISTRICT OF COLUMBIA FACULTY ASSOCIATION/NEA

EFFECTIVE OCTOBER 1, 1988
THROUGH SEPTEMBER 30, 1993

HE 025 059

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ARTICLE I - AGREEMENT

This agreement is made between the University of the District of Columbia Faculty Association/National Education Association, hereinafter called the Association, and the Board of Trustees of the University of the District of Columbia, hereinafter called the University.

ARTICLE II - PURPOSE AND INTENT

The purpose of this Agreement is to set forth terms and conditions of employment for faculty represented by the Association and negotiated by the parties. The intent of the parties to this Agreement is to affirm their mutual belief in good faith collective bargaining which gives legitimate expression to the concerns of faculty regarding terms and conditions of employment.

It is also the intent of the parties to promote the quality and effectiveness of education at UDC and to maintain the highest possible standards of academic excellence in all phases of instruction, research and service. It is recognized by the parties that mutual benefits are to be derived from the continued improvement of UDC. The parties concur that these objectives are facilitated by the amicable adjustment of matters of common interest.

ARTICLE III - AGREEMENT SUPERSEDES

Unless otherwise expressly provided herein, this Agreement supersedes all previous agreements, understandings, policies, and prior practices governing subjects included within this Agreement.

ARTICLE IV - SCOPE OF UNIT

As certified by the District of Columbia Board of Labor Relations, case number 8R012, the employees who make up the bargaining unit are: All full-time faculty employees holding a permanent appointment from appropriated funds, including librarians/media specialists, of the University of the District of Columbia, excluding any management official, confidential employee, supervisor or employee engaged in personnel work in other than a purely clerical capacity.

ARTICLE V - EXCLUSIVITY

The University recognizes the Association as the sole and exclusive bargaining agent for all faculty members in the bargaining unit, collectively and individually, as described in Article IV, Scope of Unit.

ARTICLE VI - DEFINITIONS

As used in this Agreement, unless otherwise specified:

1. "Bargaining unit" or "unit" means UDC faculty employees, certified by the District of Columbia Board of Labor Relations or its successor, for the purpose of collective bargaining.

2. "Collective Bargaining Agreement" or "this Agreement" means all of the definitions, provisions, terms and conditions set forth in this contract, including any appendices thereto, and any subsequent modifications, supplements or amendments, as agreed upon by the University and the Association in writing and signed by authorized representatives of both parties.

3. "Day" means calendar day unless it is specifically identified as a working day. "Working day" means a day when classes or examinations are scheduled and held in accordance with the official academic calendar of the university, excluding Saturdays and Sundays.

4. "Department" means the designated first level of the University's academic administrative organization within a college or within the Learning Resources Division (hereinafter called "LRD").

5. "College" means the designated second level of the University's academic administrative organization.

6. "Consult" means to meet and discuss..

ARTICLE VII - ASSOCIATION RIGHTS

A. 1. The President of the Association or designee shall have the right to speak at the Board meeting on any issue relating to terms and conditions of employment that is pending before the Board provided one (1) day's notice is given to the Board. If the meeting is not open to the public, the Association representative shall only be present to make the presentation and answer questions, if any.

2. Not less than ten (10) days prior to a scheduled meeting of the Board of Trustees, the Association may in writing addressed to the Chair of the Board propose for inclusion on the agenda of the forthcoming meeting items affecting the terms and conditions of employment of members of the bargaining unit, and the Board will make a good faith effort to include such items on the agenda. Notwithstanding the foregoing, the parties acknowledge that the inclusion of any item on the agenda of the Board is solely at the discretion of the Board, and the failure of the Board to include any item proposed by the Association, or to take up such item at a meeting, shall not be grievable or arbitrable.

3. The Faculty Association shall be sent two (2) copies of the agenda packet of all public Board of Trustees meetings at the same time they are sent to Board members. One copy shall be sent to the Faculty Association office, and the other shall be sent to the office of the Association's representative to the Board of Trustees. The Faculty Association shall be sent two (2) copies of the official minutes of all public Board meetings and all resolutions referenced in those minutes.

B. A bargaining unit member may bring a matter of personal concern through the Association to the attention of the person designated by the President for the receipt of communications from the Association concerning this Agreement. An appropriate response shall be made within fifteen (15) working days or less, except by mutual agreement of the parties.

C. A bargaining unit member shall be free from unwarranted interference or harassment in the performance of duty. Members of the Administration shall be free from unwarranted interference or harassment by the Association and any of its representatives.

D. Recognizing that the Association has a need to conduct continuing business with the University on behalf of its bargaining unit members, the University will:

1. make available to the Association adequate and secure space for an office on the main campus;

2. release the Association President from thirty two (32) professional units of assigned duties per academic year and the Association Vice President from sixteen (16) professional units of assigned duties per academic year upon written request at least ninety (90) calendar days prior to the beginning of the academic year. The Association may purchase the release from teaching for up to two (2) FTE Association representatives per academic year at the part-time faculty rate for Level C appointments. Written notification of intent to purchase such release and the individuals to be released must be provided to the Provost/Vice President for Academic Affairs at least thirty (30) calendar days prior to the beginning of the semester in which it is to be used.

E. The University President shall meet quarterly with the Association President to discuss matters of mutual concern. Agenda items shall be mutually exchanged no less than five (5) working days prior to the meeting.

The University President shall designate a person(s) to meet monthly with the Association to discuss issues of mutual concern.

F. Each faculty member has the right to ready access to any and all policies effecting working conditions. The University shall index all such policies and provide each faculty member with a copy of the index within one hundred and twenty (120) calendar days of the signing of this Agreement. Copies of the indexed policies shall be kept in each department and library site. Faculty will be provided notice of any new policies and of their placement in the index and copies shall be sent to the departments and library sites within fifteen (15) days of their adoption.

G. Faculty will be given reasonable access to their offices and laboratories, but the University may close buildings or deny such access when necessary for reasons related to security and efficient operations.

The University, after consultation with the Association, may set non-uniform rules and procedures for access to different facilities based on the particular administrative, physical, and security problems posed.

H. The Faculty Association shall have access to annual financial reports, audits and budgets of the University, and to other information, statistics, and financial data related to the bargaining unit as may be necessary for the Association to properly perform its functions as the exclusive representative in negotiations and in the administration of this Agreement. The University shall make such information available upon request; provided, however, that audits need not be made available unless they are final, external audits, and further provided that the University shall not be required to make available (i) any material that is legally privileged, (ii) confidential personal information concerning a faculty member who has not authorized disclosure of the information, or (iii) internal University communications of a confidential nature. The Association shall be provided with a copy of the annual budget call materials, the Administration's budget proposal when it is submitted to the Board of Trustees, and the University's budget proposal when it is submitted to the District of Columbia Government.

I. The Association shall receive without cost twenty (20) copies of the current Faculty and Administrative Personnel Policies, and any codification thereof, within thirty (30) working days of the signing of this Agreement. When changes are made to the current personnel policies, twenty (20) copies of such changes shall be provided to the Association within fifteen (15) working days after the date on which the change officially takes place in accordance with notice and publication requirements applicable to all units of government of the District of Columbia.

J. At the time of issuance of notice of any proposed adverse or disciplinary action against a bargaining unit member, the Association shall also be provided notice.

K. A copy of any written communication affecting the terms or conditions of employment of any class or category of members of the bargaining unit that is sent by the University to more than one member of the bargaining unit shall be sent to the Association.

L. Polling or surveying of bargaining unit employees will not be conducted by the Administration without prior consultation with the Association.

M. The University shall transmit to the Association annually by the second Friday in October a list of names, work addresses, and work telephone numbers of all employees in the bargaining unit, as shown in the records of the University. Faculty members' home addresses of record will be released

to the Association only upon specific written authorization of the respective faculty member. Any additions, deletions, or modifications to the above listing shall be submitted to the Association within fifteen (15) working days of such changes.

N. The Association shall be provided in mutually agreed upon locations of each building where faculty are housed, bulletin boards for their exclusive use.

O. Duly authorized personnel of the Faculty Association shall be permitted to conduct regular Association meetings and transact Association business on University property during operating hours and with reasonable notice, provided such business does not interfere with the normal operations of the University.

P. The Faculty Association shall have normal access to the University's interoffice mail services for official communications, provided that this Section shall not obligate the University to carry Association communications on any post route, or from one place to another between which the mail is regularly carried, or as otherwise limited by law.

Q. The Association shall be provided two (2) reserved parking spaces in the Van Ness Garage.

ARTICLE VIII - DUES DEDUCTION

A. Upon receipt of lawfully executed written authorization forms from employees covered by this Agreement, the University agrees to process such forms to the District of Columbia Government for the deduction of the regular Association dues of such employees from their pay. Arrangements for dues deductions and the revocation of such dues deductions shall be made in accordance with the procedures of the Office of Financial Management, Pay and Retirement, District of Columbia Government.

B. The University shall arrange to deduct from the pay of all non-Association members the established service fee stipulated by the Association for that year provided that the authorization forms referred to in Section A above for no less than fifty-five percent (55%) of the bargaining unit are in effect on August 16 of each year. Such arrangement shall be made in accordance with the procedures of the Office of Financial Management, Pay and Retirement, District of Columbia Government.

C. The Administration shall inform the Association promptly of all revocations of payroll deductions.

D. The Administration shall forward the semi-monthly payroll deductions of bargaining unit members to the Association promptly.

E. The service fee stipulated by the Association shall be equivalent to the amount of dues uniformly required of members of the Association, less any amounts not permitted by law.

F. The Association agrees to indemnify and hold the University harmless against any liability which may arise by reason of any action taken by the University in complying with the provisions of this Article, provided that:

1. The University gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this Section; and

2. If the Association so requests in writing, the University will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense, which defense will be diligently pursued. It is expressly understood that this Section will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the University or the University's imperfect execution of the obligations imposed upon it by this Article.

To the extent permitted by law, the Association's assets shall be applied to the satisfaction of any claim the University may have against the Association pursuant to this Section F, before said assets are applied to the satisfaction of any other claim against the Association. Upon the assertion of a claim for indemnification by the University pursuant to this Section, the University shall have a security interest in the dues and fees thereafter collected by or owed to the Association.

ARTICLE IX - GRIEVANCE PROCEDURE AND ARBITRATION

A. DEFINITIONS

1. A grievance is a formal written complaint that there has been a violation, misinterpretation, or improper application of the terms and conditions of this Agreement.

2. Parties in interest shall mean any member of the bargaining unit or administration who may be party to a grievance.

3. Days shall mean working days.

B. INTENT

1. Nothing in this Article is intended to discourage or prohibit informal discussion of a dispute prior to the filing of a formal grievance.

2. The parties recognize and endorse the importance of establishing a prompt, just, and efficient mechanism for the orderly resolution of grievances that may arise during the term of this Agreement. Both parties agree that grievance proceedings will be kept confidential at all levels of the procedure. The processes hereinafter set will be the sole method used for the resolution of all grievances.

3. All members of the unit shall use this procedure when filing a grievance on matters covered in this Agreement.

4. In order to effect a prompt and efficient resolution of grievances, the parties shall make available information reasonably necessary to process the grievance, provided, however, that the University shall not be required to make available (i) any material that is legally privileged, (ii) confidential personal information concerning a faculty member who has not authorized disclosure of the information, or (iii) internal University communications of a confidential nature.

C. TIME LIMITS

1. Anything herein to the contrary notwithstanding, the filing of a grievance shall be accomplished within the time limits specified. In the event that an appeal of a decision is not filed in a timely fashion, the

Administration's decision at the prior step shall be final and binding upon the parties provided, however, that the said time limits may be extended for any reason by agreement of the parties in writing.

2. Initiation time limits are as specified in D below.

3. Grievances at the Presidential level shall be disposed of within twenty (20) days of receipt.

D. PROCEDURE

1. The Official Grievance Form, Form G-1, shall be used in filing any grievance and may be filed by an employee, group of employees, or the Association and shall be filed through the Association office to the appropriate management official.

2. All grievances and appeals shall be filed in triplicate, one copy to the person against whom the grievance is filed, one copy to the Association, and one copy to the University's contract administrator.

3. For the purpose of this Article the levels of administrative authority are as follows in ascending order: (i) Department Chair; (ii) Dean; (iii) Provost/Vice President for Academic Affairs; and (iv) President.

4. A grievance shall be filed at the lowest appropriate management level having authority to dispose of the complaint within ten (10) days of the occurrence giving rise to the complaint or within ten (10) days of the date on which the person(s) filing the grievance knew or reasonably should have known of such occurrence, whichever is later. Every effort shall be made by both parties to resolve the matter informally at this level. The person with whom the grievance has been filed has ten (10) days after receipt of the grievance form to resolve the matter.

5. If the grievance is not resolved satisfactorily at the initial level, the grievant or the Association shall present it in writing to the person at the first appellate level within ten (10) days of response or non-response. That person or designee(s) shall have ten (10) days following receipt of the appeal to investigate the matter as deemed appropriate, discuss the matter with the grievant and/or the Association President or designee(s) and to submit a written decision, including reasons for said decision, to the grievant and the Association. Any claim not alleged at this level is waived, and may not be raised by the grievant

or the Association at any later step of the grievance and arbitration procedure, unless the person(s) presenting the grievance did not know, and should not reasonably have known, of the facts upon which the claim is based at the time the grievance is presented at this level.

6. The same process will continue to next appellate levels and will stop at the President's level, provided, however, that any ground for denial of the grievance that is not stated in the initial written response to the grievance is waived, and may not be raised by the University at any later step of the grievance and arbitration procedure, unless such ground was not known to and should not reasonably have been known by the person preparing the initial written response. In such case, the University may add the ground for denial at the first step in the proceedings at which such ground is or should have been known to the responsible University official, provided the grievant or the Association will be afforded such adjournment or extension of time, not to exceed twenty (20) days, as it may require to respond to the additional ground or grounds for denial.

7. If the grievance is not satisfactorily resolved at the President's level, the Association, and only the Association, may within thirty (30) days of the determination made at the level of the President, or if the President fails to issue a decision within the alloted time period, within fifty (50) days after the grievance was submitted to the President, commence an arbitration proceeding by serving the other party with a written notice of intent to arbitrate.

E. ARBITRATION

1. If the Association decides to appeal to arbitration, it shall contact the Federal Mediation and Conciliation Service and request that it submit to the parties a panel of ten arbitrators. The parties will select an arbitrator from this list by mutual agreement. If within five (5) days after receipt of the list, an arbitrator has not been agreed upon, the parties will alternately strike names from the list and the last remaining name shall be selected as the arbitrator. The first party to strike shall be determined by lot.

2. The arbitration proceedings shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Service.

3. The arbitrator may not consider any claim, or any ground for denying the grievance, that has been waived by operation of Section D.5 or Section D.6 of this Article.

4. The decision of the arbitrator shall be final and binding upon the parties, but the Arbitrator shall have no authority to add to, subtract from, or modify this Agreement.

5. The arbitrator's fees shall be shared equally by the Association and the University, but each party shall bear its own cost of presenting its case to the Arbitrator and for ordering transcripts. The arbitrator shall have authority to award the mutually-incurred costs of the arbitration to the University if it is found that the appeal to arbitration was frivolous, and the arbitrator shall have the authority to award such costs to the Association if it is found that the University's position in denying the grievance was frivolous, or that the grievance was denied for the clear purpose of harassment or delaying redress of the grievance.

F. RIGHTS OF THE ASSOCIATION

1. A representative of the Association shall be given an opportunity to be present at any meeting(s) which the University holds with a grievant regarding a grievance, regardless of whether the grievant wants such a representative(s) present.

2. The Association representative shall be permitted to represent the grievant when requested to do so by the grievant and, in any event, to represent and to speak on behalf of the Association's particular point of interest in connection with the grievance.

3. A copy of documents and correspondence exchanged between the University and the grievant with respect to a grievance, excluding any official transcripts made, shall be made available to the Association upon written request, and the Association shall be obligated to reimburse the University for such copies as are provided.

G. SETTLEMENT

Any settlement, withdrawal or disposition of a grievance other than an arbitrator's decision shall not constitute a binding precedent for the settlement of similar grievances in the future, unless the University and the Association so agree in writing.

Settlement agreements (including implementation date(s) if relevant) shall be signed by the grievant, the Association, and the University.

H. MISCELLANEOUS

1. Time periods provided for each level of appeal shall begin on the day following receipt by the parties of the written decision or the expiration of the period of review at the prior level, whichever is earlier.

2. No record of grievance(s) shall be kept in the official personnel file of any of the participants.

3. The parties will make every reasonable effort to present all the evidence upon which they rely in support of their position with respect to a grievance at the earliest possible step of the grievance and arbitration procedure. Submission of new evidence at a later step may, if circumstances warrant, be grounds for extending (by not more than five (5) days) the time limits for filing an appeal or for submitting a decision; and submission of new evidence at the arbitration stage may be grounds for adjourning the hearing if the arbitrator determines that such adjournment is warranted.

I. ASSOCIATION OR UNIVERSITY AS GRIEVANT

If the Association or the University is the grievant, the parties shall meet to resolve the matter in the manner provided in the Article on Consultation. If the complaint or grievance is resolved by the parties, the resolution shall be reduced to writing and signed by the parties within ten (10) days of the meeting on the complaint or grievance. If the complaint or grievance is not resolved, the complaining or grieving party may take the matter to arbitration in the manner and within the time limits provided.

IMPLEMENTING FORMS for this Article appear in Appendix A.

ARTICLE X - MANAGEMENT RIGHTS

The parties agree that, except where specifically limited by the provisions of this Agreement, the University retains the sole right to manage the University, direct its employees, and exercise all rights listed in Section 1-618.8(a) of the D.C. Code.

Section 1-618.8(a) states as follows (with editorial changes to reflect the fact that the "agency" referred to in Section 1-618.8(a) in this case is the University, and that the "employees" are faculty members):

(a) The University shall retain the sole right, in accordance with applicable laws and rules and regulations:

(1) To direct faculty members;

(2) To hire, promote, transfer, assign and retain faculty members in positions within the University and to suspend, demote, discharge or take other disciplinary action against faculty members for cause;

(3) To relieve faculty members of duties because of lack of work or other legitimate reasons;

(4) To maintain the efficiency of the District government operations entrusted to them;

(5) To determine the mission of the University, its budget, its organization, the number of faculty members and the number, types and grades of positions of faculty members assigned to an organization unit, work project or tour of duty, and the technology of performing its work; of its internal security practices; and

(6) To take whatever actions may be necessary to carry out the mission of the University in emergency situations.

ARTICLE XI - DISCIPLINARY/ADVERSE ACTION

A. PRINCIPLES

1. The standards and procedures set forth in this Article shall be the sole and exclusive means by which a disciplinary or adverse action may be brought against a faculty member covered by this Agreement. Notwith-

standing the foregoing, any procedural requirement of this Article, including but not limited to the requirement that any hearing and all proceedings be confidential, may be waived or modified upon the express written agreement of the affected faculty member, the Association and the University.

2. A "disciplinary or adverse action" shall be defined as a written reprimand, suspension or dismissal. "Corrective action" shall be defined as any action less severe than a written reprimand, including but not limited to oral or written warnings and counseling, and shall not constitute disciplinary or adverse action for purposes of this Article.

3. A faculty member may be subject to disciplinary or adverse action only for cause, which for the purposes of this Article shall be defined as either professional misconduct or a pattern of dereliction of duties or responsibilities.

   * It is the intent of the parties that cause, as defined in the contract, shall be synonymous with that set forth in Section 1-617.1 of the D.C. Comprehensive Merit Personnel Act (D.C. Code 1981 edition).

4. Recognizing that no level of dereliction of responsibilities or professional misconduct is acceptable within the University community, the University and the Association agree that corrective, disciplinary or adverse action shall be promptly initiated whenever such conduct is identified. Where appropriate to the circumstances and taking into account the best interests of the University community, discipline or adverse action shall be progressive.

5. The University shall carry the burden of proof by clear and convincing evidence in all proceedings for disciplinary or adverse action under this Article.

6. Recognizing the importance of early corrective action in avoiding the necessity for the imposition of disciplinary or adverse action, the University and the Association agree that where appropriate to the circumstances a faculty member will be warned and/or counseled before disciplinary or adverse action is initiated.

7. The impositions of specific disciplinary or adverse action shall be commensurate with the nature and severity of the offense. The sanction of termination

may be imposed only in cases of (a) gross professional misconduct, conviction of a felony or crime of moral turpitude, or fraud in the securing of employment or promotion, or (b) professional misconduct, or a pattern of dereliction of duties or responsibilities, for which the faculty member was previously suspended.

8. Any disciplinary or adverse action shall be initiated not later than 90 calendar days after the occurrence of the event precipitating the action or within 90 calendar days of the date the responsible University official (at the level of Department Chair or above) knew or reasonably should have known of the event, whichever is later.

B. INITIATION OF ACTION

1. Disciplinary or adverse action shall be preceded by a discussion between the faculty member and a University administrator. Following such discussion, the administrator may terminate the matter, issue an oral or written warning to the faculty member, or initiate disciplinary or adverse action proceedings under this Article by issuing a written reprimand to the faculty member or by recommending to the Vice President for Academic Affairs the suspension or termination of the faculty member.

2. Where a written reprimand is issued, the faculty member may request that the action be reviewed by the Vice President for Academic Affairs, who shall review the action and issue a determination within 30 days of receipt of a written request for such a review. The Vice President for Academic Affairs may either uphold the written reprimand or direct that it be expunged. Unless the Vice President for Academic Affairs directs otherwise, a written reprimand shall be expunged ninety (90) days after its issuance. A faculty member who receives a written reprimand that is not to be expunged within ninety (90) days after its issuance shall have available the same appeal rights as are available upon a recommendation of suspension or termination.

3. Where a suspension or termination is recommended, the Vice President for Academic Affairs or his or her designee shall conduct an informal inquiry, the purpose of which shall be to determine whether, in his or her opinion, the facts merit the imposition of such sanctions. In the conduct of the informal inquiry, the Vice President for Academic Affairs or his or her designee shall, at the request of the faculty member, consult with said faculty member, and may consult with

the department chair or head and the Dean or Director of the unit involved. If, upon the conduct of the informal inquiry, the Vice President for Academic Affairs determines that the sanctions of suspension or termination are not warranted, he or she shall terminate the matter with prejudice, impose a written reprimand, or provide for the use of corrective action.

4. Pending action on a recommendation by an administrator that a faculty member be suspended or terminated, the Vice President for Academic Affairs may place the faculty member on administrative leave with pay if, in the judgement of the Vice President for Academic Affairs, the continued presence of the faculty member poses a clear and present danger to the health or safety of the University community or any member thereof, or is contrary to the welfare of the University. The faculty member may appeal such action to the President, who will review the circumstances and, within two working days of receipt of a written request for review, determine whether to uphold the imposition of administrative leave or direct that the faculty member be returned to normal duties. In the event the President fails to act on a request for review within two working days, the faculty member shall be returned to normal duties pending review of the action by the President. The placement of a faculty member on administrative leave with pay is not subject to grievance or arbitration.

5. In the event the Vice President for Academic Affairs determines that suspension, termination, or a written reprimand not to be expunged within ninety (90) days after its issuance is warranted by the facts, he or she shall provide the faculty member with a written statement of cause, which shall describe with specificity the conduct upon with the proposed sanction is based, together with a description of the rights of the faculty member to appeal the action, the available alternatives through which an appeal may be taken and his or her right to assistance by a representative of his or her choice throughout such proceedings.

6. A faculty member shall have ten (10) working days from actual receipt of the statement of cause within which to initiate appeal of the action. If an appeal is not taken prior to the expiration of this period, the sanction shall become immediately effective and shall not be subject to grievance or arbitration.

C. APPEAL AND REVIEW

A faculty member charged with an offense for which the Vice President for Academic Affairs has recommended either suspension, termination, or a written reprimand not to be expunged within ninety (90) days after its issuance may, at his or her option, proceed under Section 1 or 2 below.

1(a). The faculty member may appeal directly to the President, who may conduct such inquiry as he or she may deem appropriate and shall, within thirty (30) days of the receipt of a written request for an appeal, either sustain the recommended penalty, modify it to a lesser disciplinary or adverse action, use corrective action, or dismiss the matter.

(b). The action of the President, if it entails a suspension, termination or written reprimand not to be expunged within 90 days after its issuance, may be appealed by the Association to arbitration in accordance with the "Grievance Procedure and Arbitration" article.

2(a). A faculty member charged with an offense for which the Vice President for Academic Affairs has recommended suspension, termination, or a written reprimand not to be expunged within ninety (90) days after its issuance may request review by a Hearing Panel.

(b). The Hearing Panel shall consist of three persons who shall be chosen as follows. Within ten days of receipt of the request for review, the President shall appoint one member, the faculty member shall appoint another member, and the University shall ask the Federal Mediation and Conciliation Service for a list of ten arbitrators from the Washington Metropolitan area with experience relative to the matter at issue. When the University receives the list, it will promptly forward copies to the two individuals selected to serve on the Hearing Panel. These individuals will endeavor to select one of the arbitrators on the list as the Chair of the Hearing Panel by mutual agreement. Failing mutual agreement, they will alternately strike names from the list, with the member appointed by the faculty member striking first, and the last remaining name shall be selected as the Chair of the Hearing Panel.

(c). Within ten days of the selection of the Chair of the Hearing Panel, the University will notify in writing the individual selected of the need for his or her services. If the individual selected is unwilling or unable to serve for any reason, the two members of the Hearing Panel (chosen by the President of the University and the faculty member as per the above paragraphs) will try to agree on who will serve as the Chair from the remaining names on the list. Failing such agreement, the individual who was the last one stricken from the list under the procedures set forth in the above paragraph shall be the Chair. Except as otherwise provided herein, the hearing will be scheduled and conducted in accordance with FMCS rules.

(d). The faculty member may appear at the hearing or may waive appearance and respond to the charges in writing.

(e). The faculty member may be accompanied, assisted and/or represented by another person, including counsel.

(f). The University shall appear at the hearing and be represented by a person designated by the President.

(g). The Chair of the Hearing Panel shall preside at the hearing and over any deliberations of the panel.

(h). The Hearing Panel will not be bound by strict rules of legal evidence, and may admit any evidence which is relevant and material to the issues involved. Questions as to the admissibility of evidence shall be decided via majority vote of the members of the Hearing Panel.

(i). The University, having the burden to prove the charge against the faculty member by clear and convincing evidence, shall first present its evidence including the production of documents and the examination of witnesses, who may be cross-examined by the faculty member.

(j). The Hearing Panel will evaluate all evidence admitted at the hearing and base its findings solely on the hearing record.

(k). The hearing and all proceedings and records shall be confidential.

(l). A verbatim record of the hearing will be taken, which may be in the form of an audio recording.

(m). If the Association does not represent the faculty member at the hearing, it shall have a right to have a representative present throughout the proceedings, and may, at the conclusion of the presentation of the evidence by the University and the faculty member, address the Panel with regard to matters pertaining to the administration of this Agreement.

(n). Upon the conclusion of the presentation of evidence, the examination of witnesses and concluding statements, and the submission of any post-hearing briefs, the Hearing Panel shall provide the President, the Association, and the faculty member with a written decision, which shall include its factual findings and conclusions. Any member of the committee may submit to the President, the Association, and the faculty member a separate statement dissenting or otherwise commenting on any aspect of the report. If a majority of the Panel determines that the facts do not support the charge, the proceeding shall be terminated and the charge dismissed with prejudice. If a majority of the Panel determines that the facts support the charge, it shall so certify to the President, the Association, and the Faculty member in its decision.

(o). The President shall review the Panel's report and any separate statements submitted by members of the Panel and, based upon his or her review of the facts and circumstances of the case, either sustain the sanction recommended by the Vice President for Academic Affairs, reduce it to a lessor sanction, use corrective action, or dismiss the charge.

(p). The decision of the President shall be final and shall not be grievable or arbitrable, provide that procedural defects shall remain subject to the "Grievance and Arbitration" Article.

(q). The University shall bear the mutually incurred costs of the proceedings, including but not limited to the fee of the Chair of the Hearing Panel and the cost of preparing the verbatim

record required by subsection 1 above, but the faculty member shall bear the cost of presenting his or her case to the Hearing Panel.

D. ASSOCIATION PARTICIPATION

Upon written request of the faculty member the Association may, if it determines to do so, represent the faculty member at any stage of the proceedings provided for in this Article subsequent to the University's receipt of such written consent, including but not limited to all discussions, meetings, hearings and written submissions provided for in Section B, paragraphs 1-6, and Section C, paragraphs 1 and 2. The decision of the Hearing Panel (or the decision of the President upon review of the decision of the Hearing Panel) shall not constitute a precedent for purposes of the interpretation or application of this Agreement. At any stage of the proceedings provided for in this Article at which the Association does not represent the faculty member, the Association shall be given a copy of any written communication between the faculty member and the University that is exchanged.

ARTICLE XII - CONSULTATION

The Administration and the Association agree to meet at the request of either party to discuss matters pertinent to the implementation or administration of the Agreement, or a proposed action which would impact on terms and conditions of employment. The meeting(s) shall be held within ten (10) days of receipt of a written request for such meeting(s). The request shall contain an agenda of items to be discussed. Either party shall provide the other with relevant documents sufficiently in advance of the meeting(s). The parties understand and agree that such meetings shall not constitute or be used for the purpose of negotiations, or for the purpose of discussing matters in the nature of grievances except those matters in which the Association or the University is the grievant. In case there is any disagreement between the parties regarding an action, a good faith effort shall be made to resolve the same.

ARTICLE XIII - ACADEMIC FREEDOM/ACADEMIC RIGHTS AND RESPONSIBILITIES

A. ACADEMIC FREEDOM

The parties agree that academic freedom is essential to the fulfillment of the mission of the University. Therefore, the parties reaffirm the basic principles of academic freedom, to wit:

A member of the faculty is free:

1. To teach and to discuss in class any aspect of a topic pertinent to the understanding of the subject matter of the course being taught;

2. To conduct research and publish the results;

3. To act and to speak in one's capacity as a citizen without institutional censorship or discipline; and

4. To manage their classroom in ways that are consistent with the stated goals of the University.

B. ACADEMIC RIGHTS AND RESPONSIBILITIES

Recognizing that academic freedom is accompanied by a corresponding concept of responsibility to the University and its students, the following shall apply:

1. Individual faculty members shall have the right and responsibility to participate, collectively and individually, in the development of course syllabi and the selection of textbooks, consistent with academic needs, established course descriptions, and established departmental and university standards. Within fiscal constraints, faculty are entitled to freedom in the selection of non-textbooks, audiovisual aids, library materials, and other teaching aids.

2. Any research funded by the University shall be the property of the University. However, rights to research performed under a summer research grant may be repurchased by the faculty member.

3. Faculty members shall have the sole responsibility to evaluate and grade students in their classes as long as such evaluation and resulting grade are consistent with established criteria and can be justified by the instructor's records and professional judgement.

4. Departmental faculty shall have the collective right and responsibility for formally recommending their majors as candidates for graduation.

ARTICLE XIV - UNIVERSITY TENURE

The University, as a public land-grant institution, recognizes and supports the concept of tenure. The granting of tenure to a bargaining unit member shall not constitute relief from the application of the full provisions of this Agreement.

ARTICLE XV - EVALUATION PROCEDURE

A. GENERAL PROVISIONS

1. The University's evaluation procedure is designed to provide an annual assessment of the performance of each faculty member. This assessment is to be used by the faculty member as a basis for maintaining or improving the quality of his or her performance, and by the University as a basis for making employment decisions.

2. A faculty member may be rated as "Less than Satisfactory" (which means that he or she failed in significant respects to meet the generally expected level of performance under the applicable criteria); "Competent" (which means that he or she met the generally expected level of performance under the applicable criteria); "Above Average" (which means that he or she exceeded the generally expected level of performance under the applicable criteria); and "Excellent" (which means that he or she substantially exceeded the generally expected level of performance under the applicable criteria).

3. There shall be no pre-set distribution of ratings (i.e., quotas) among the aforesaid four categories in any department or University-wide. Evaluation is an individual, not a comparative process, and each faculty member shall be evaluated on his or her own merits.

4. The quality of a faculty member's performance, not the quantity, shall be the determinative consideration.

5. The Teaching and Job Related Responsibilities criterion for teaching faculty members shall be based on the faculty member's performance during the Spring and Fall Semesters, and activities engaged in by a faculty

member during the Summer Semester shall not be considered for purposes of this criterion. Such Summer Semester activities may be considered only in connection with the Scholarship and Professional Growth, University Service, and Public Service criteria.

B. DEPARTMENTAL EVALUATION AND PROMOTION COMMITTEE

1. On or before September 1 of each academic year, a Departmental Evaluation and Promotion Committee ("DEPC") shall be established in each department of the University. The DEPC shall consist of 3 members in departments with 7 or less full-time permanent faculty members; 5 members in departments with 8 to 15 full-time permanent faculty members; and 7 members in departments with 16 or more full-time permanent faculty members. The members of the DEPC shall be full-time permanent faculty in the department, and shall be elected by a vote of full-time permanent faculty members in said department to serve for the academic year in question. The Department Chairperson shall not be a member of the DEPC, nor shall he or she vote in the election for DEPC members. When a DEPC cannot be established in the manner provided above, the Department Chairperson and the Association President shall make arrangements to establish through other appropriate means a DEPC that is designed to meet the intent of this Section.

2. Except for the quorum requirements (which shall be 3 for a 3-member DEPC; 4 for a 5-member DEPC; and 5 for a 7-member DEPC), each DEPC shall establish its own rules of procedure, including selection of a chairperson.

3. On or before October 1 of each academic year, and at such other times as may be appropriate, the DEPC shall make itself available to any individual faculty member who wishes to obtain guidance as to how the evaluation criteria shall apply to him or her during the academic year in question.

C. CRITERIA FOR EVALUATION

The criteria to be used for evaluating the performance of a faculty member, and the relative weight to be given to each criterion, are as follows:

1. Teaching Faculty

Criteria	Weight
a. Teaching and Job Related Responsibilities (including knowledge of subject matter; ability to communicate with students; quality of instructional materials, course outlines, etc.; student consultation and advising; timely submission of grades, and other required reports; attendance at department, college and University meetings, etc.)	60%
b. Scholarship and Professional Growth (including original research; publications in professional journals; creative works, shows and performances; inventions, patents and technical or vocational products; instructional materials and methods developed; professional consultantships and special activities that enhance the prestige of the University; study/work with peers and experts in the field leading to improved capabilities and credentials, etc.)	25%
c. University Service (including participation in departmental, college and University activities, both within and outside the discipline; leadership in the University community; participation in faculty, institutional and Faculty Association governance; representing the University at appropriate functions; securing grants and contracts, and otherwise contributing to the growth and development of the University, etc.)	10%
d. Public Service (including participation in community activities, organizations and functions)	5%
TOTAL	100%

2. LRD Faculty

Criteria	Weight
a. Job Performance (including preparation of appropriate work documents; communication with students; maintenance of appropriate duty hours, etc.)	60%
b. Scholarship and Professional Growth (including original research; publications in professional journals; creative works, shows and performances; inventions, patents and technical or vocational products; instructional materials and methods developed; professional consultantships and special activities that enhance the prestige of the University; study/work with peers and experts in the field leading to improved capabilities and credentials, etc.)	25%
c. University Service (including participation in departmental, college and University activities, both within and outside the discipline; leadership in the University community; participation in faculty, institutional and Faculty Association governance; representing the University at appropriate functions; securing grants and contracts, and otherwise contributing to the growth and development of the University, etc.)	10%
d. Public Service (including participation in community activities, organizations and functions)	5%
TOTAL	100%

Each DEPC shall establish its own guidelines for the consideration of student evaluations as provided under Section E below, which guidelines will be made available to all faculty in the Department.

E. STUDENT EVALUATIONS

1. Recognizing the importance of effective student participation in the evaluation process, prior to the last regularly scheduled class session in each course that a faculty member is teaching, the DEPC shall afford the students in said course an opportunity to complete a Student Course Assessment form, a copy of which is attached as Appendix . (An appropriate explanatory cover memorandum, agreed to by the parties, shall be attached to the Student Course Assessment form.)

2. The Chair shall arrange for the statistical analysis of all Student Course Assessment forms. Upon request, the Chair shall provide the DEPC with access to the statistical analyses and the completed forms. After the submission of grades for the course in question, the Chair shall provide the faculty member with a copy of the statistical analysis for each course taught by the faculty member and, if so requested, by the faculty member, a copy of the Student Course Assessment forms for such course.

F. EVALUATION AND DECISION BY DEPARTMENT CHAIRPERSON

1. Each DEPC shall, in consultation with the Department Chairperson, adopt such written guidelines as it deems appropriate for evaluating the faculty members in the department on the basis of the criteria set forth in Section C above.

2. On or about April 1 of the academic year in question, the DEPC shall submit to the Department Chairperson for each faculty member in the department a completed Faculty Member Evaluation Form which shall include the DEPC's recommendation as to whether the faculty member should be rated as "Less than Satisfactory", "Competent", "Above Average", or "Excellent". (A sample of the Faculty Member Evaluation Form is attached to this Agreement.) Upon consideration of the Faculty Member Evaluation Form, the criteria set forth in Section C, and such other information as he or she deems relevant (e.g., the statistical compilation of the Student Course Assessment forms), the Department Chairperson shall rate the faculty member as "Less than Satisfactory", "Competent", "Above Average", or "Excellent". If the rating given by the Department Chairperson is less favorable to the faculty member than the recommendation made by the DEPC, the Department Chairperson shall attach to the Faculty Member Evaluation Form an addendum, which sets forth in specific terms the basis

for his or her disagreement with the DEPC.

3. By April 15, the Department Chairperson shall give a copy of the Faculty Member Evaluation Form , and any addendum prepared by the Department Chairperson in accordance with paragraph 2 above, to the faculty member and the DEPC. The faculty member and the Department Chairperson shall meet promptly thereafter to discuss the faculty member's evaluation, unless both the Department Chairperson and the faculty member agree to waive such meeting. At the invitation of either the Department Chairperson or the faculty member, the Chairperson of the DEPC shall attend this meeting.

4. In addition to the annual evaluation provided for in paragraphs 2 and 3 above, an interim evaluation, covering only the Fall Semester, shall be conducted for each first year faculty member. This interim evaluation shall follow the aforesaid procedures, provided that the April 1 and April 15 dates shall be changed to January 15 and January 30, respectively. The purpose of the interim evaluation shall be to assist the faculty member in adjusting to his or her new position, and shall not be used by the University as the basis for employment decisions. The interim evaluation shall not be subject to appeal under Section F or G of this Article.

5. If an individual is employed as a full-time faculty member after the commencement of an academic year, he or she shall be evaluated in accordance with the procedure set forth in paragraphs 2 and 3 and/or 4 above for that portion of the year during which he or she is employed.

6. Faculty members who are on an authorized leave of absence shall be exempt from the provisions of this Article for the period of such leave.

G. APPEAL TO DEAN

1. A faculty member shall have ten (10) working days from the meeting with the Department Chairperson, or from the receipt of the Faculty Member Evaluation Form from the Department Chairperson if the meeting has been waived, to file an appeal with the Dean. If the faculty member does not appeal the decision of the Department Chairperson within the aforesaid ten (10) day period, said decision shall not be subject to further review under this Agreement.

2. If the faculty member wishes to appeal the decision of the Department Chairperson, he or she shall, within the aforesaid ten (10) day period, send a Notice of Appeal, using a copy of the form which is attached hereto, to the Dean, with a copy to the Department Chairperson, setting forth the specific basis for his or her challenge to said decision.

3. The Dean shall take such steps as he or she deems appropriate to dispose of the appeal, and shall meet with the faculty member unless the faculty member waives in writing his or her right to such a meeting. Within thirty (30) days after receipt of the Notice of Appeal, the Dean shall issue his or her decision, either sustaining or modifying the decision of the Department Chairperson. The Dean's decision shall be in writing, and shall include the Dean's findings and conclusions. A copy of the Dean's decision shall be sent to the faculty member and to the Department Chairperson.

H. APPEAL TO PROVOST/VICE PRESIDENT FOR ACADEMIC AFFAIRS

1. The faculty member shall have ten (10) working days after receipt of the Dean's decision to file an appeal with the Provost/Vice President for Academic Affairs ("VPAA"). If the faculty member does not appeal the decision of the Dean within the aforesaid ten (10) day period, said decision shall not be subject to further review under this Agreement.

2. If the faculty member wishes to appeal the decision of the Dean, he or she shall, within the aforesaid ten (10) day period, send a Notice of Appeal, using a copy of the form which is attached hereto, to the VPAA, with a copy to the Dean, setting forth the specific basis for his or her challenge to said decision.

3. The VPAA shall take such steps as he or she deems appropriate to dispose of the appeal. Within thirty (30) days after receipt of the Notice of Appeal, the VPAA shall issue his or her decision, either sustaining or modifying the decision of the Dean. The VPAA's decision shall be in writing, and shall include the VPAA's findings and conclusions. A copy of the VPAA's decision shall be sent to the faculty member, the Dean, and the Department Chairperson. The decision of the VPAA shall be final and not subject to further review under this Agreement.

I. PERFORMANCE IMPROVEMENT PLAN

If a faculty member's final rating for the previous academic year was "Less than Satisfactory," the Department Chairperson, in consultation with the faculty member, shall develop a plan for the current academic year to assist the faculty member in improving the quality of his or her performance. A copy of said Performance Improvement Plan shall be submitted to the DEPC.

J. ASSOCIATION REPRESENTATION

If requested to do so by a faculty member, the Association may, at its discretion, represent said faculty member in the appeal to the Dean provided for in Section F and/or in the appeal to the VPAA provided for in Section G. If the Association does not represent the faculty member in one or both of the aforesaid appeals, the Dean or the VPAA, as the case may be, shall notify the Association in writing of such appeal, and make available to it upon request copies of all documents exchanged between the parties, including without limitation Notices of Appeal and decisions, as soon as said documents are available.

K. RESERVATION OF RIGHTS

Nothing contained in this Article shall be construed to prevent a faculty member from exercising any right that he or she may have under law to challenge any aspect of his or her evaluation. Notwithstanding the foregoing, the parties agree that a procedural defect in the evaluation process shall be subject to the grievance and arbitration procedure of Article IX of this Agreement.

ARTICLE XVI - PROMOTION PROCEDURES

A. <u>Principles</u>

1. Promotion refers to the advancement from one academic rank to a higher rank. Promotion shall be the result of a selective process to identify the candidates from among the eligible regular full-time faculty. It is awarded in recognition of the professional stature achieved by an individual as assessed in relation to one's contributions to the three-fold mission of the University, namely teaching, research, and service.

   While the scrutiny of the scholarship and professional activity of an individual will be rigorous regardless of the academic rank for which a faculty member is

being considered, the expectations will necessarily vary with the academic rank sought. Thus, the expectations for promotion to the rank of Assistant Professor will be less than those for the rank of Professor.

2. The following shall form the parameters for assessing applicants for promotion:

   a. Academic, scholarly, and service achievements;

   b. Quality of teaching and teaching-related performance (in the case of LRD faculty, quality of job performance).

3. Assessment of promotion applications will be based on uniformly administered principles, procedures, and criteria which have been designed to ensure fair and impartial judgments. Consistent with the provisions of this Article, it shall be the responsibility of the Administration to disseminate to the faculty at the beginning of each academic year the guidelines and procedures for applying for promotion and the established criteria for promotion together with the weights and standards applicable to the criteria for the academic year.

4. Faculty members applying for promotion must meet the following requirements of minimum eligibility.

   (i) For the last three evaluations at least one Excellent rating and none less than Above Average or at least two Excellent ratings one of which shall be the most recent;

   (ii) Met the required amount of time in lower rank by August 16 of the submitting year as shown below.

   (iii) Met the degree requirements by September 15 of the submitting year as shown below.

RANK	YEARS AT LOWER RANK AT UDC		DEGREE REQUIREMENTS
Assistant Professor	0		Appropriate terminal degree
		OR	
	5		At least 12 graduate credits, appropriate to the discipline, beyond the Master's degree
Associate Professor	4		Appropriate terminal degree
		OR	
	8		At least 24 graduate credits, appropriate to the discipline, beyond the Master's degree
Professor	5		Appropriate terminal degree
		OR	
	10		At least 36 graduate credits, appropriate to the discipline, beyond the Master's degree

It is understood that the foregoing represent only minimum eligibility requirements. Whether a faculty member who satisfies these eligibility requirements is promoted will be determined with reference to the degree to which he or she meets the applicable criteria as applied in accordance with this Article.

5. The University shall budget annually an amount at least equal to 1% of the salary of bargaining unit faculty for use in funding promotions for bargaining unit members.

6. The faculty member applying for promotion has the right to have his or her scholarship judged by persons who are competent to do so.

7. In the development of University promotion standards and weights, recognition shall be given to rating(s) awarded for previous application(s) for promotion.

B. Promotion Committees

1. Department Evaluation and Promotion Committee (DEPC)

See Article XV, Evaluation Procedures, for structure.

2. College Promotion Committee (CPC)

This Committee is a group of full-time faculty members in a college, consisting of one representative from each department in the college. The Learning Resources Division shall be considered a college within the context of this Article. Each department shall elect its representative by the second Friday in February.

1. Not later than the first Friday in May of each year, the Provost/VPAA shall forward to each CPC the University criteria for promotion in effect for the coming academic year. It is agreed between the parties that for the duration of this Agreement, said criteria shall be the criteria presently set forth at 8 DCMR Sections 1413, 1414, and 1415.

2. Based upon such criteria, each CPC shall develop recommended standards and weights to be used in assessing applicants for promotion, which shall include a formula for giving credit to faculty reapplying for promotion whose ratings for the previous year(s) was (were) "strongly recommended." Each CPC shall submit its recommendations to the applicable Dean no later than the third Friday in March. A copy of the CPC's recommendation shall be submitted to the Faculty Association, which may submit comments thereon to the Dean. The Dean shall review the CPC recommendations and any comments received from the Association and forward them, together with his or her comments, to the UPC no later than the second Friday in April.

3. University Promotion Committee (UPC)

Membership on this committee shall be limited to the chairpersons of the various CPC's, the respective deans, and a representative of the Faculty Senate. The Provost/VPAA shall serve as chair of the Committee. Using the various CPC recommendations and comments, and consistent with University policies and criteria applicable under this Article, the UPC shall establish University-wide promotion standards and weights, which shall remain in effect for the duration of this Agreement. Such standards and weights shall include a formula for giving credit to faculty reapplying for promotion whose rating(s) for the previous year(s) was (were) "strongly recommended." In recognition of the differing missions of the several colleges of the University, the Committee may, with the VPAA's approval, establish differential standards and weights for different colleges.

4. University-wide Review Committee (URC)

The Committee (URC) shall consist of one faculty member holding the rank of professor from each of the colleges, appointed by the Faculty Senate in such fashion as it shall deem appropriate. The URC shall (i) hear appeals of applicants who have been declared ineligible and as provided below render binding rulings on those appeals and (ii) advise the Provost/VPAA on appeals at that level.

C. Procedures

1. An applicant for promotion shall submit his or her application with supporting documents to the Department Chair no later than the second Friday in September. The application is to be filed on Form P-1, a copy of which is annexed to this Agreement. The Department Chair shall issue a receipt to the applicant for the materials submitted.

2. The Department Chair shall promptly review the records and certify whether the applicant meets minimum eligibility requirements as outlined in Paragraph B above. The Department Chair shall send notice of eligibility to the DEPC, with a copy to the applicant, by the third Friday in September. If a faculty member disagrees with the minimum eligibility determination given, or if the Department Chair fails to send the notice of eligibility by the indicated date, the faculty member may within five (5) working days after receipt of said notice, or after the third Friday in September if said

notice is not received by that date, file a written request for a determination of eligibility by the URC. The URC shall notify the faculty member of its decision by the fourth Friday in October with a copy to the Department Chair, in which case the URC's decision shall be final and not subject to grievance or arbitration under this Agreement. No final action on promotion will be taken absent a final determination with respect to eligibility.

3. The Department Chair shall review the documents and make a recommendation no later than the fourth Friday in October as to whether or not an applicant should be promoted. The chair shall rank the applicants separately for each academic rank. The following ratings shall be used: (i) Strongly Recommended; (ii) Recommended; (iii) Not Recommended. The Chair is required to state reasons for the given rating. This rating shall be made on Form P-2, a copy of which is annexed to this Agreement. The Chair shall promptly send a copy of this form to the CPC Chair and to the applicant and forward the original of the form and all supporting documents to the DEPC.

4. The DEPC shall review the application with all the supporting documents and make a recommendation no later than the third Friday in November as to whether or not the applicant should be promoted. The DEPC shall rank the applicants separately for each academic rank. The following ratings shall be used: (i) Strongly Recommended; (ii) Recommended; (iii) Not Recommended. The Committee is required to state reasons for the given rating. This rating shall be made on Form P-3. The Committee shall send the form along with all supporting documents to the Chair of the CPC no later than the first Friday in December, with a copy of the form to the applicant.

5. The applicant may submit to the CPC comments on the decision of the Department Chair and/or the DEPC no later than the first Friday in January.

6. The CPC shall review the materials of all the applicants along with the comments submitted by the applicants, if any, and make a recommendation as to whether or not an applicant should be promoted. The CPC may hold such interviews or hearings as it deems necessary to make a recommendation. The Committee shall rank the applicants separately for each academic rank. The following ratings shall be used: (i) Strongly Recommended; (ii) Recommended; (iii) Not Recommended. The Committee is required to state reasons for the given

rating. The Committee shall complete its reviews by the first Friday in February and shall promptly forward its recommendations, assigned rankings and all supporting materials to the Dean, with a copy of the recommendation to the faculty member.

7. The Dean shall review all the information received and shall rank the applicants separately for each academic rank giving one of the following ratings: (i) Strongly Recommended; (ii) Recommended; (iii) Not Recommended. The Dean shall state reasons for the given rating. This rating shall be made on Form P-5. The Dean shall forward the recommendations for all applicants together with all the supporting materials for the college's recommended candidates to the Provost/VPAA no later than the fourth Friday in February. A copy of the rating, with reasons, and rank assigned to the promotion application shall be simultaneously provided to each applicant.

8. The applicant may appeal the recommendation of the Dean to the Provost/VPAA within five (5) working days of receiving the Dean's recommendation. The Provost/VPAA shall convene the URC and shall submit to it all appeals and all relevant supporting documents no later than the second Friday in March. The URC shall conduct such review and make its recommendations to the Provost/VPAA no later than April 1. The Provost/VPAA shall review the recommendations of the Dean together with the recommendations of the URC and make an independent recommendation to the President no later than April 10. A copy of the VPAA's recommendation shall be sent simultaneously to the applicant and to the Association.

9. Promotion applicants not included on the listing of University candidates for promotion but who were strongly recommended for promotion by their CPC or recommended by the URC may appeal to the President within five (5) working days after receiving the listing of University candidates for promotion. The applicant shall have the right to meet with the President within two (2) weeks after the filing of said appeal. The President shall consider the recommendations and reports of the VPAA, CPC and URC, if any, and render a decision within five (5) working days after the meeting, or if no meeting is held, within ten (10) working days after the filing of the appeal. The President shall include the reasons for his decision in writing and provide a copy to the applicant as well as the Association. The decision of the President shall not be subject to Article IX (Grievance Procedure and

Arbitration) of this Agreement. Nothing contained in this Article shall constitute a waiver by the Association or any member of the bargaining unit of any right that it or he or she may have under D.C. law.

10. The faculty member's personal portfolio submitted as supporting documentation shall be returned within sixty (60) calendar days after promotions have been announced unless it is necessary to retain them for an appeal in process. It is the responsibility of the faculty member to retrieve this material from the Dean's office within thirty (30) days of the above date.

IMPLEMENTING FORMS for this Article appear in Appendix C.

ARTICLE XVII - WORKLOAD

PREAMBLE

Faculty responsibilities fall into two distinct categories -- those specifically assigned by the administration and those undertaken by the selective choice of the individual faculty member in the areas of scholarship and professional growth and service, either University or community. In recognition of the responsibilities expected to be undertaken in the areas of scholarly activities and service, the University limits its assigned workload so as to leave a faculty member free the equivalent of one full day per week. The University may, however, include scholarly or service activities as part of an individual's assigned workload. In these instances, the activity will be reflected in the workload as "Authorized University Activity." (See subsection A.4.g below for valuation of such activities.)

A. Teaching Faculty

1. a. The workload of teaching faculty shall be consistent with the University's mission and may consist of a combination of teaching and teaching-related activities, research, University service, and public service.

   The basis for determining the composition of a faculty member's workload shall be University responsibilities and need.

   b. In determining a faculty member's workload, and in making any changes or adjustments thereto, there shall be no retaliation for the exercise by the faculty member of any rights afforded by this Agreement, personnel policies, or by law, nor shall decisions regarding workload be made on the

basis of disciplinary considerations, or for arbitrary and capricious reasons.

c. No later than the first Friday in May, the department chair shall, after consulting with the individual faculty member, establish the faculty member's work plan for the coming academic year. For faculty on leave and for new faculty, the deadline to complete the work plan shall be the third Friday in August. The plan shall include the anticipated number of courses to be taught and all other anticipated activities involving professional units ("PU's") of work. The plan shall be a flexible document which may be adjusted, after consultation with the faculty member (unless the faculty member is unavailable), as necessary to reflect changes which might be caused by new circumstances.

d. If one-half (1/2) or more of the assigned workload is in Authorized University Activity ("AUA's"), that assignment must be endorsed by the Provost/Vice President for Academic Affairs.

2. Academic year appointments shall be from August 16 through May 15 which covers both Fall and Spring Semesters.

3. The normal workload assignment shall be a semester average of thirty two (32) professional units ("PU's") computed annually in the second semester. One professional unit is equivalent to fifteen (15) hours per semester.

4. For the determination of workload the following shall apply:

a. Instructional Activity

(1) One (1) pu per semester for one (1) hour of instruction (i.e., fifty minutes) per week.

b. Pre-Class Activity

(1) (A) One (1) pu per semester per credit hour for preparation of the first section of a course the faculty member has taught before.

(B) One and one-half (1.5) pu per credit hour for preparation of the first section of a course the faculty member

has not taught before.

(C) One-half (.50) pu per credit hour for preparation of each additional section of the same course.

(2) One-half (.50) pu per lab session per course.

(3) One (1) pu per credit hour for scholarly activity necessary to maintain currency in the discipline for teaching a graduate course.

c. Post-Class Activity

(1) One-half (.50) pu per credit hour for grading and record keeping.

(2) One (1) pu per semester for each 45 student credit hours ("SCH"), or fraction thereof, taught beyond 225 SCH per semester.

d. Student Consultation -- One (1) pu per course taught.

e. Graduate Thesis or Dissertation Advisement -- One (1) pu for each graduate student for whom the faculty member serves as the thesis or dissertation advisor.

f. Independent Study -- One (1) pu per independent study topic.

g. Authorized University Activity -- Recognizing the University's commitment to scholarship, research, public service and the professional growth of the faculty, the chairperson, in consultation with the Faculty member, and with the approval of the dean, may substitute Authorized University Activity for all or a portion of the teaching workload. Authorized University Activity may include, but is not limited to, scholarly research, publication or equivalent creative activity, and/or organized University or public service. The amount of time to be spent on these activities, except for public service, shall be agreed to in writing by the faculty member, department chairperson and the dean. The amount of time to be spent on public service shall be established by the chair and the dean, after consultation with the faculty member.

One (1) pu for each fifteen (15) hours shall be

awarded for Authorized University Activity.

5. Each semester schedule of classes, including Summer, will be posted for a minimum of one (1) week to permit faculty to make known to the chairperson any preferences. The University will endeavor to post the list at least sixty (60) days prior to the start of the semester. Individual workload assignments shall be made by the department chairperson in consultation with the individual faculty member and with the approval of the dean. The chair, with the dean's approval, and after consulting with the individual faculty member (unless the faculty member is unavailable), shall have the right to change such assignments for reasons related to the cancelling or adding of classes, enrollment shifts, or other appropriate reasons, provided, however, that if, less than thirty (30) days prior to the start of the semester, a faculty member who has been assigned to teach a particular course is relieved of that assignment and is required to teach another course that he or she has not taught within the previous two (2) years, the affected faculty member shall be awarded one (1) additional pu.

6. To the extent reasonable, the University will make a good faith effort to fund and support research or research-related activities.

7. Faculty shall receive overload compensation for workloads beyond the full assigned workload of sixty four (64) pu's per academic year at the rate of 1/80 of their academic year salary for each pu overload. The University may, with written consent of the faculty member, choose to level his/her workload, without overload compensation, over two (2) consecutive academic years. Faculty shall be free to accept or reject without prejudice any overload assignment in excess of 4.5 pu's per academic year.

8. Faculty shall not be required to maintain more than five (5) office hours per week during the academic year nor more than one (1) office hour per week per course or section during the summer.

9. a. In no case shall a faculty member be required to teach more than twenty-four (24) credit hours per academic year.

   b. Absent the consent of a faculty member in writing, no assignment shall be made which requires duty (i) beyond an eight hour span in one day; (ii) within a twelve hour span in two consecutive days;

or (iii) on more than five (5) days per week.

c. Absent the consent of the faculty member in writing, no assignment shall be made which requires more than (i) three different preparations or (ii) more than two (2) sections of a single course in a single semester unless additional preparations or sections are dictated by program requirements, course configuration, student demand or faculty expertise, in which case any such additional preparation(s) or section(s) shall be assigned only to the extent necessary to prevent undue interference with the program in question, and the University will consult with the Faculty Association prior to making such assignments.

10. Qualified faculty in a department may request to be assigned one (1) course for which a part-time faculty appointment would have to be made. The University has discretion whether to grant any such request, although it may not deny such request for arbitrary and capricious reasons.

The rate of pay shall be based on the part-time salary scale.

B. LRD Faculty

1. a. The workload of faculty in LRD shall be consistent with the University's mission and shall consist of activities related to maintaining the library and media services, acquisition and cataloging, research, University service, and public service. The basis for determining the composition of a faculty member's workload shall be University responsibilities and need. Except during periods of approved leaves and holidays, faculty shall be available for assignment to professional activities as necessaty to maintain the usual hours of operation of the unit.

b. In determining a faculty member's workload, and in making any changes or adjustments thereto, there shall be no retaliation for the exercise by the faculty member of any rights afforded by this Agreement, personnel policies, or by law, nor shall decisions regarding workload be made on the basis of disciplinary considerations, or for arbitrary and capricious reasons.

2. Appointments for faculty on a twelve (12) month contract shall be from October 1 through September 30 and

2for faculty on academic year appointments shall be from August 16 through May 15.

3. Normal workload assignments shall be thirty two (32) professional units ("pu's") per week. One professional unit ("pu") is equivalent to one (1) hour of assigned duty.

4. Authorized University Activity -- Recognizing the University's commitment to scholarship, research, public service and the professional growth of the faculty, the chairperson, in consultation with the faculty member, and with the approval of the director, may substitute Authorized University Activity for all or a portion of the workload. Authorized University Activity may include, but is not limited to, scholarly research, publication or equivalent creative activity, and/or organized University or public service. The amount of time to be spent on these activities, except for public service, shall be agreed to in writing by the faculty member, department chairperson and the dean. The amount of time to be spent on public service shall be established by the chair and the dean, after consultation with the faculty member.

   One (1) pu for each fifteen (15) hours shall be awarded for Authorized University Activity.

5. Each semester schedule of assignments, including Summer, will be prepared and posted for a minimum of one (1) week, four (4) weeks prior to the beginning of the semester, to permit faculty to make known to the chairperson any preferences. Individual workload assignments shall be made by the department chairperson in consultation with the individual faculty member and approved by the director. The chair, after consultation with the faculty member (unless the faculty member is unavailable), and with the director's approval, may modify the work assignments as required by changed circumstances.

6. Faculty will be entitled to overload compensation for working beyond the full assigned workload on the basis of 1/80 of their annual salary per pu. Faculty shall be free to accept or reject without prejudice any overload assignment in excess of 4.5 pu's per academic year.

7. In the absence of written consent of the faculty member, assignments will not be made which require duty (a) beyond an eight (8) hour span in one day; (b) within a twelve hour span on two consecutive days; or

(c) for more than five consecutive days in any seven (7) day period.

8. To facilitate the scholarly activities of LRD faculty, a good faith effort shall be made, consistent with the efficient operation of the Division, to schedule assignments such that each faculty member shall have at least one block of at least four (4) consecutive hours each week without assigned duties.

ARTICLE XVIII - COMPENSATION

A. SALARY SCHEDULE

Effective October 1, 1988 the University shall modify the University's Bargaining Unit Faculty Salary Schedule of October 1, 1986, to provide for eleven incremental steps for each of the ranks, that is, Professor, Associate Professor, Assistant Professor, and Instructor. The modification shall be accomplished by using Step 5 of that schedule as Step 1. The dollar amount differential between each incremental step on the modified salary schedule shall be a fixed dollar amount for each rank, and shall be calculated in accordance with past methods of determining such differentials.

As of October 1, 1989, LRD Faculty will be transferred to the Bargaining Unit Faculty Salary Schedule, and be placed at the step on said schedule at least equal in amount to the amount that they would have made during that year had they remained on the Administrative or District Service Salary Schedule. Said faculty shall continue to have the same work year as previously.

B. WAGES

1. Fiscal Year 1988

Effective the first pay period beginning October 1, 1987, the University will increase the FY 1988 salary schedules of employees covered by the Agreement by five percent (5%) in accordance with past methods of increasing base salary schedules.

2. Fiscal Year 1989

Effective the first pay period beginning October 1, 1988, the University will increase the FY 1989 salary schedules of employees covered by the Agreement by four and one-half percent (4.5%) in accordance with past methods of increasing base salary schedules.

3. Fiscal Year 1990

Effective the first pay period beginning October 1, 1989, the University will increase the FY 1990 salary schedule of employees covered by the Agreement by four percent (4%) in accordance with past methods of increasing base salary schedules.

On December 1, 1989, faculty covered by this Agreement shall receive a one-time supplemental bonus in the amount of one percent (1%) of their scheduled base salary then in effect. The bonus shall be paid in a lump sum and shall be subject to withholding. The bonus shall be in addition to basic pay and shall not constitute an increase to an employee's rate of basic pay. Further, the bonus shall not be considered basic pay for computing retirement credits, lump sum leave, severance pay, or any other entitlement that is computed on base pay.

C. MERIT COMPENSATION

1. Bonus

The University may reward "Excellent" performance ratings by a one-time supplemental bonus. Such bonus shall be based on a percentage of the individual's base salary in effect at the time of the award. The bonus shall be subject to withholding, and appropriate retirement payments shall be credited by the University.

2. Step Increments

Each faculty member who was not evaluated "Less than Satisfactory" for the prior year has received a within grade increase for the 1987-88 and 1988-89 academic years, unless he or she was already at the top step within grade. Beginning in AY 1989-90, each faculty member shall receive a within grade step increase, provided the faculty member has not been rated "Competent" or "Less than Satisfactory".

D. BENEFITS

1. The University agrees to maintain the current benefit program for bargaining unit members, including social security retirement and other current retirement plans for those who are eligible for either plan.

2. The parties agree to establish a joint labor-management benefits study committee to develop and present to the University and the Association for their consideration recommendations on appropriate improvements to the total benefit package.

E. SALARY PAYMENTS AND PAYROLL DEDUCTIONS

1. Faculty salary payment shall be made twice a month, on the University working day nearest to the 1st and 16th of the month. The mode of salary payment, through the department or by mail to the home or bank, shall be determined by the faculty member. Faculty on nine (9) month contract may elect to be paid in either eighteen (18) semi-monthly installments or twenty four (24) semi-monthly installments. Faculty may elect to change their payment option on or before August 16 of any year by completing the appropriate payroll form(s). Changes in pay plan option may not be made at any other time. Faculty who do not wish to change their pay plan option shall not be required to submit any payroll form(s).

2. Except as otherwise provided in Article VIII (Dues Deduction), Section B, voluntary deductions and direct deposits may be requested by unit members in accordance with the policies and practices of the District of Columbia Government.

F. PARKING

1. Within thirty (30) days of the signing of this Agreement, thirty spaces on the parking level designated B1 in the Van Ness garage shall be reserved for bargaining unit members on Monday through Thursday from 8:00 a.m. to 7:00 p.m. and on Friday from 8:00 a.m. to 3:00 p.m.

2. Bargaining unit members may purchase either annual or academic year parking permits at a twenty percent (20%) discount if purchased before September 1 of each academic year.

G. TUITION REMISSION

Unit members, their spouses, their children, and other persons who are deemed dependents of the faculty member for tax purposes will be permitted to enroll in any University course with a waiver of tuition in accordance with established University procedures in effect as of September 1, 1988, except that faculty members will require only two approvals -- that of the director of Personnel (or his/her designee) and the faculty member's Department chairperson - to enroll in a course. In the event of RIF (for the period

that he or she remains on the RIF'd Employee List provided for in Article XXI, Section F, of this Agreement), death, retirement, or disability of a faculty member this provision shall remain in force.

H. OVERLOAD COMPENSATION UNDER FUNDED RESEARCH

Faculty members shall be entitled to receive funded compensation for work involving funded research in excess of their full workload during the academic year to the extent such compensation is covered by funds within the grant or contract. Overload compensation under this section must be in compliance with appropriate statutes and regulations, and must be covered by funds within the grant or contract. The University shall impose no fixed limit on the amount of such funded compensation.

I. SICK LEAVE

1. Faculty unit members who are unable to fulfill their obligations for reasons of health will be charged one (1) day of sick leave for each day of absence.

2. Sick leave may be used for extended bereavement leave, and to supplement the maternity/paternity leave provided for in Section O below in the event of maternity related disability.

3. Upon request, a bargaining unit member is permitted to view his/her official Time and Attendance form.

4. Current sick leave provisions in the Personnel Policies shall be applicable for faculty members holding twelve month contracts.

J. SUMMER SEMESTER

1. Bargaining unit members working in the Summer session shall be paid $350 per professional unit as defined in Article XVII (Workload).

2. Summer contracts shall be issued no later than March 15 of each year.

3. Full-time permanent faculty shall have priority over part-time and temporary faculty for summer employment, and qualified full-time faculty in the department offering a course shall have priority over qualified full-time faculty who are not in the department.

4. Faculty shall be offered employment, if qualified to teach the course(s) being offered, on a rotational basis if summer employment opportunities are not available for all the faculty in a given department. If qualified to teach, each faculty member in a department must be given the opportunity to teach one course in the department before anyone is assigned to teach a second course and regular full-time faculty members shall be employed, if at all possible, in the event a person initially assigned to teach a course is unable to do so.

K. ANNUAL LEAVE

The current annual leave provisions in the Administrative Personnel Policies shall be applicable for faculty members holding twelve month contracts.

L. INCENTIVE AWARD PROGRAM

An incentive awards program shall be established within ninety (90) days of the effective date of this Agreement. The guidelines will be developed by mutual agreement of the parties. Included in the program shall be recognition of faculty for service to the University and community, and to the profession.

M. COMPENSATION FOR SABBATICAL LEAVE

1. Sabbatical leave salary shall be calculated on the rate established for the rank and step to which the individual would be entitled if the sabbatical was not taken.

2. All benefits assumed by the University will be continued during a faculty member's sabbatical leave period.

3. Sabbatical leave may be granted at a rate of one-half salary for a full academic year of leave. When circumstances warrant and budgetary considerations/allocations permit, a faculty member may be granted full salary for one-half of an academic year. Every effort shall be made to resolve budgetary constraints so that the granting of full pay half year sabbaticals becomes a viable option for all faculty.

N. FACULTY DEVELOPMENT

The parties agree to establish a joint labor-management committee within thirty (30) days of the signing of this Agreement which shall compile data on all existing faculty development funding, including, but not limited to, funds for research, travel, retraining, and registration for professional meetings. The committee shall make recommendations to the President of the Association and the President of the University for their consideration within one hundred eighty (180) days as to the establishment of a University-wide Faculty Development Program.

O. MATERNITY/PATERNITY LEAVE

1. Faculty members shall be granted thirty (30) calendar days leave with pay in connection with the birth or adoption of their children. Such leave will generally begin on the date of delivery or adoption, but may, at the option of the faculty member, begin up to five (5) days prior to the date of delivery or adoption.

2. Upon the request of the faculty member, an additional thirty (30) calendar days at one-half pay shall be granted for child care purposes, if the faculty member is the parent with primary responsibility in this regard. Such leave may be taken prior to the commencement and/or at the expiration of the period of leave with full pay.

P. CONTRACTS

Faculty shall be issued individual contracts by May 1 for the following academic year. Such contracts shall include, as a minimum, department, salary, rank, step, status as to whether it is a continuing contract, and shall incorporate this Master Agreement by reference.

ARTICLE XIX - PROCEDURES FOR LEAVES

Application for leaves shall be submitted on Form L-1 according to stipulated timelines, except where extenuating circumstances warrant less time, and shall include a statement of purpose for which the leave is requested, its anticipated duration, and its value to the applicant and/or University. Each applicant shall receive a written response regarding the disposition of the request.

A. LEAVE OF ABSENCE WITHOUT PAY

1. The University may grant a full-time faculty member a leave of absence without pay to hold political office, to accept a political appointment, to render private or public service, to accept temporary appointment at another institution of higher learning, or to engage in any activity deemed advantageous to the University's institutional reputation. The leave may be awarded for up to two (2) years, subject to one renewal, during which the faculty member's name will remain on the faculty roster. Upon return from leave, the faculty member shall be reinstated at the rank held prior to the leave of absence.

2. Application must be submitted to the department chair by the first Monday in May if such leave is to be effective for the Fall Semester and by the second Friday in November for leave during the Spring Semester.

B. EDUCATIONAL LEAVE WITHOUT PAY

1. The University may grant a full-time faculty member leave without pay for study, research, travel in connection with study or research, or any agreed upon activity which will enhance the professional standing of the faculty member and the University. Leave may be granted for up to one academic year with an extension of up to an additional year. The faculty member's health insurance and life insurance shall be maintained. The faculty member is obligated to return to serve one (1) year for each year of leave taken.

2. Application must be submitted to the department chair by the first Monday in May if such leave is to be effective for the Fall Semester and by the second Friday in November for leave during the Spring Semester.

C. BEREAVEMENT LEAVE

1. Upon written request a faculty member may be granted leave with pay of at least five (5) University work days for the death of an immediate family member.

2. In the event of the death of a family member other than an immediate family member, a faculty member may be granted time to attend the funeral. Additional time may be allowed for special circumstances upon receiving a written request from the faculty member.

* It is the intention of the parties that the procedure for reequesting additional leave time because of "special circumstances", applies to deaths of either immediate or other than immediate family members.

D. EMERGENCY LEAVE

1. Emergency Leave With Pay is intended to provide a leave status of short term duration (not more than one work day). The problem must have been suddenly precipitated, must be of such a nature that preplanning was not possible, or when preplanning could not relieve the necessity for the faculty member's absence.

2. If leave is required beyond one day, it is expected that the faculty member will apply for some other type of leave either with or without pay as may be appropriate to the circumstances.

3. Emergency leave requires immediate notification to the department chair and must be applied for within three days after the actual emergency. The granting of emergency leave is contingent upon the justification.

E. PROFESSIONAL/ADMINISTRATIVE LEAVE

1. Professional leave may be granted to a faculty member for short periods for professional purposes (eg. conferences, meetings, etc.) without loss of pay and, upon approval, may include reimbursement by the University for expenses incurred. Faculty are entitled to professional leave at least once every semester. Administrative leave may be granted without loss of pay when circumstances warrant.

2. Application for leave must be submitted at least fifteen (15) days prior to the date such leave would begin.

3. Leaves of three (3) calendar days or less to attend professional meetings require only the approval of the department chair.

F. MILITARY LEAVE

1. A leave of absence shall be granted to any faculty member called to military service in accordance with the appropriate federal, state, and district statutes.

2. Faculty members called to military service must notify the department chair immediately and provide a copy of

the military orders requiring the leave.

* It is the intent of the parties that "called to military service", as used herein means either a draft, general mobilization by order of Congress, or non-discretionary requirement to report for reserve duty. The party asserting a non-discretionary reserve duty call shall be required to prove that no feasible alternatives exist to time being taken from regularly scheduled faculty duties.

G. MATERNITY/PATERNITY LEAVE

1. See Article on Compensation Section O.

2. Application for leave must be submitted no less than ninety (90) days prior to the expected date of birth or adoption.

H. SICK LEAVE

See Article on Compensation Section I.

I. SABBATICAL LEAVE

1. See Article on Compensation Section M. Sabbatical leaves may be granted for planned travel, study, formal education, research, writing, or other experiences of professional value.

2. Applications for sabbatical must be filed with the department chair no later than the first Monday in November prior to the academic year during which the leave would be taken.

3. For each six (6) years of full-time service at the University, a faculty member is eligible to be considered for sabbatical leave. Applicants with the longest period of service since the last sabbatical shall be given priority consideration among the applicants for sabbaticals of equal duration.

4. Sabbatical awards shall be announced by the Provost/Vice President for Academic Affairs no later than the second Friday in March.

5. Upon return the faculty member will submit a report of activities and accomplishments while on sabbatical leave. The report shall be due within ninety (90) days of return.

6. The faculty member accepting a sabbatical leave is obligated to continue in the service of the University for at least one (1) full year upon return.

J. DISABILITY LEAVE

See Article on Compensation Section E. Faculty members requesting disability leave shall be assisted by the University's benefits Officer in filing for such leave.

K. COURT LEAVE

1. Evidence in the form of a subpoena or other official court document must be presented to the faculty member's department chair no less than five (5) days prior to the anticipated absence. The University retains the right to request the appropriate authorities to relieve a faculty member from jury duty or the court appearance.

2. A faculty member who serves as a member of a jury shall be permitted to be absent from duties without loss of pay and without charge against any leave. If, after reporting for jury duty, it is determined that the faculty member's services are not required and the person is dismissed, if time permits, the person is required to return to work. If the person is paid for jury duty, the check must be endorsed to the University unless the individual has been granted a leave of absence without pay.

3. A faculty member who is summoned by subpoena to appear as a witness in a court action shall be permitted to be absent from duties as required by such subpoena, without loss of pay and without charge against any leave. If the person is paid for services as a witness, the check must be endorsed to the University unless the individual has been granted a leave of absence without pay.

IMPLEMENTING FORMS for this Article appear in Appendix D

ARTICLE XX - TRANSPERS

A. Definition: As discussed in this Article, a transfer shall mean the reassignment of a faculty member from a full-time faculty position in one department to a full-time faculty position in another department.

B. When the needs of the University necessitate the transfer of a faculty member, the following factors shall be considered in making the decision: (1) the individual's qualifications; (2) recommendations of involved departments; and (3) seniority. However, seniority shall be applied in the following manner: In case the transfer is made at the request of faculty members, more senior qualified persons will be given priority over less senior qualified persons. If the transfer is involuntary, faculty with less seniority shall be transferred before those with more seniority provided the faculty with less seniority have the required qualifications.

C. Before an involuntary transfer is initiated, the University shall inform the University faculty of the need and shall invite volunteers for the position. Faculty who volunteer shall submit the request in writing to the Provost and Vice President for Academic Affairs with copies to the involved departments and dean(s) and the Association. Qualified volunteers shall be considered before initiating involuntary transfers.

D. In the event of a proposed transfer, the Provost and Vice President for Academic Affairs shall inform the involved faculty member and the Association with respect to the nature (if it is temporary, the expected duration), reason(s), and possible impact of the anticipated transfer at least thirty (30) days before any action is taken. Before a determination is made to transfer, the Provost and Vice President for Academic Affairs shall consult with the Association.

E. In the case of an involuntary transfer, the affected faculty member may appeal the proposed action to the President of the University. The President shall meet and discuss with the faculty member and the Association representative before any decision is made.

F. All transfers shall be documented on a Form 52 and signed by the President.

G. If the University determines that retraining is necessary for the transfer, the cost of such retraining shall be borne

by the University. The University agrees to consult with the Association and the involved faculty member concerning the need for retraining.

ARTICLE XXI - REDUCTION IN FORCE

A. Pursuant to Section 1-618.8(a) of the D.C. Code, the University expressly reserves the sole right "[t]o relieve employees of duties because of lack of work or other legitimate reasons." The University's exercise of this right shall not be subject to Article IX (Grievance Procedure and Arbitration) of this Agreement. Nothing contained in this Section shall constitute a wavier by the Association or any member of the bargaining unit of any right that it or he or she may have to challenge said exercise under law.

B. 1. Except as provided in subpart 2 below, the following procedures will be followed prior to implementing any RIF.

(a) At least 60 days before the Administration forwards a recommendation of RIF to the Board, the Administration will notify the Association of its intention to recommend a RIF and will inform the Association of the basis for its conclusion that a RIF may be warranted.

(b) The Administration will consider such response as the Association may submit, and if a response is submitted, will consult with the Association before forwarding any recommendation to the Board.

(c) If the Administration forwards a recommendation for RIF to the Board, the Association's response will be included in the submission, and a copy of the submission will be sent to the Association at the submission, and a copy of the submission will be sent to the Association at the same time as it is sent to the Board.

(d) The Association may file a further statement to the Board, with a copy to the Administration, within 15 days of receipt of the Administration's submission. The Board will consider the Association's submission in reaching its final decision.

(e) If the Board contemplates initiating a RIF independent of Administration recommendation, the Board will notify the Association at least 60 days

before the meeting at which time proposed RIF action is to be taken and will inform the Association of the bases for the Board's conclusion that a RIF is warranted. The Board will consider such response of the Association as the Association may submit in advance of the meeting at which the proposed RIF action is to be taken.

2. If the welfare of the University so requires, the University shall not be required to follow the procedures set forth above, provided that the University will endeavor to follow said procedures to the extent possible consistent with the welfare of the University.

C. 1. Prior to recommending a RIF, the Administration shall consider alternatives such as normal attrition, retirement (both mandatory and early), resignations and transfer.

2. When transfer is utilized as an alternative to RIF, if the University determines that retraining is necessary, the cost of such retraining shall be borne by the University pursuant to Article XX, Paragraph G.

D. When a RIF becomes necessary, it shall be applied among faculty holding positions subject to RIF in inverse order by date of employment with the University. For faculty having the same period of service, RIF shall be applied as follows:

Faculty of lower rank before faculty of higher rank.

For faculty with the same rank RIF shall be applied as follows: Faculty paid at a lower step before faculty paid at a higher step.

For the purpose of this Article, date of employment is defined as the initial date of continuous employment as regular full-time faculty with the University or its predecessor institutions.

Time spent on any authorized leave with or without pay such as sabbatical leave, educational leave, and military leave shall count toward seniority.

A faculty member affected by a RIF may exercise seniority rights at the University by bumping the least senior faculty member occupying a position in a discipline in which the affected faculty member has received an advance degree qualifying a faculty member to teach courses offered in that discipline prior to the effective date of this Agreement, and has been assigned and taught in that discipline in an academic department at the University.

E. THE RETENTION LIST

1. A retention list which includes all employees having faculty status shall be prepared by the Office of Academic Affairs within ninety (90) calendar days after signing of this Agreement. The Retention List shall be updated annually thereafter and published no later than the second Friday in November.

2. The Retention List will note the faculty members' name, EOD date, department and other department(s) for which he or she is eligible in accordance with Section D of this Article.

3. Within ten (10) working days of its completion the Retention List shall be posted by the Office of Academic Affairs in each department office so that all faculty members may review the list. The list shall remain posted and be updated as necessary for the life of this Agreement.

4. A copy of the Retention List shall be sent to the Association Office as soon as it is ready for posting.

5. A faculty member shall have the right to challenge his/her position on this list. such challenge shall be addressed in writing to the person designated by the President under Article VII.B. of this Agreement, who shall provide a copy of the challenge upon receipt to the Association.

6. The Provost/Vice President for Academic Affairs shall issue a decision within ten (10) working days after receipt of the challenge. If the challenge is denied or if a decision is not made within ten (10) working days, the faculty member may appeal through the grievance procedure.

F. A RIF'D EMPLOYEE LIST

A faculty member who is RIF'd shall be placed on a list to be known as a RIF'd Employee List and shall retain all prior rights accrued up to date. Each RIF'd employee's name shall remain on this list for a period not to exceed thirty-six (36) months from the date of its placement on the list. The most senior faculty member shall be the first name placed on the list.

G. PROCEDURES FOR REDUCTION-IN-FORCE (RIF)

1. The Administration shall notify the Association that the Board of Trustees has determined that reduction-in-force is to be undertaken. The notification shall provide details of the proposed RIF including the program(s) or department(s) to be affected and faculty positions which may be subject to the RIF, and shall also provide an impact statement.

2. The Administration shall consult with the Association prior to finalizing the plan regarding the impact of the RIF and then inform the affected faculty member and the Association of the final plan for RIF.

3. The University shall give Notice of Intent to RIF to the affected faculty members one academic year prior to the effective date. The University may find it necessary to forego one academic year's notice of intent to RIF. In such cases, the University shall consult with the Association on the matter. After such consultation with the Association, the University shall provide notice of at least four weeks with severance pay as follows:

   a. One academic year's compensation for those with two or more years of continuous service;

   b. One half of an academic year's compensation for those with less than two years of continuous service.

H. A RIF'd faculty member shall be offered reinstatement should a position for which the person is qualified, in accordance with section D of this Article, be reopened within the person's college within thirty-six (36) months of the date of the person's layoff. A reinstatement offer shall be based on the inverse order of reduction after giving consideration to programs needs.

1. A reinstatement offer shall be sent by certified mail to the last address registered by the individual with the Office of Personnel Management with a copy sent to the Association.

2. No appointment to fill that position with another will be made for thirty (30) calendar days following the receipt of such reinstatement offer unless the reinstatement offer is declined.

3. If a faculty member offered reinstatement does not accept the offer within thirty (30) calendar days from the date the offer is received or returned undelivered, the University shall have no further employment obligation to that person. If a faculty member who has given notice of intent to return is prevented from doing so because of illness, the individual shall have an extension of one semester to return to work.

4. A reinstated faculty member shall retain all credits for sabbatical leave, credit for previous years of experience with the University, and shall where applicable, be entitled to purchase post service credits for retirement in accordance with District regulations.

I. Except as expressly provided otherwise in this Article, nothing contained herein shall constitute a wavier of any right the Association may have to bargain with respect to any matter relating to a reduction in force.

ARTICLE XXII - NON-DISCRIMINATION/AFFIRMATIVE ACTION

The University shall comply with applicable laws regarding discrimination in employment and affirmative action. The parties agree that allegations of violations in this area must be presented to the University Affirmative Action officer and/or to an appropriate govermental agency and are therefore not subject to the grievance procedure of this Agreement.

ARTICLE XXIII - OFFICIAL PERSONNEL FILE

A. RESPONSIBILITY

1. The University shall be responsible for the establishment and maintenance of official personnel records, in accordance with the D.C. Comprehensive Merit Personnel Act and the provisions of this Article.

2. Personnel records shall be maintained in a manner which will permit ready access to information requested by authorized persons and which will safeguard the faculty member's privacy to the greatest degree.

3. The University shall maintain only one (1) official personnel file for each faculty member.

4. Unless authorized by a faculty member or required by law, no other official files, secret or otherwise, shall be established, maintained or used by the University for any reason.

5. The Official Personnel File:

   a. Shall be located in and maintained by the Office of Personnel Management and Development;

   b. Shall contain the following:

      i. Application for employment;

      ii. Letters of reference and recommendations and/or materials related to the initial hiring decisions;

      iii. Official transcripts of all college work;

      iv. Records documenting work experience and professional performance;

      v. Faculty member's contracts with the University and predecessor institutions;

      vi. Documents necessary to affect and continue pay and benefits;

      vii. Annual faculty evaluation profile;

      viii Any statement that the faculty member wishes to have entered in response to or in elaboration of any item in the file; and

      ix. A log of all entries.

6. Professional Performance Files of the faculty housed in the Office of Academic Affairs and the Offices of the Dean/LRD Director shall be transferred to the Office of Personnel Management and Development not later than 120 days of the signing of this Agreement.

7. The Official Personnel Files shall be used only by authorized University personnel and only for bona fide reasons.

B. <u>EXCLUSIONS</u>

1. No document shall be inserted in the faculty member's Official Personnel File without simultaneous transmission of a copy to the individual.

2. No anonymous material shall be placed in the official file.

3. No adverse file materials more than two (2) years old shall be kept in the official file.

4. No photograph of a faculty member shall be placed in the official file.

C. ACCESS AND REVIEW

1. Only authorized personnel shall have access to the Official Personnel File. The faculty member or any representative of choice has the right to review the Official Personnel File during normal business hours in the presence of an appropriate official.

2. A copy of any material in a faculty member's file shall be made available to the faculty member upon written request.

3. A faculty member shall have the right to submit written additions or responses to the material contained in the Official Personnel File. Any materials proven to be inaccurate will be corrected or removed immediately.

4. The University will provide, within thirty (30) days after the signing of this Agreement, a written statement of procedures designed to control and limit the access to the Official Personnel File to authorized personnel.

ARTICLE XXIV - LEARNING RESOURCES FACULTY

Learning Resources faculty shall be granted academic rank. The determination of the appropriate rank to be awarded an individual shall be based on criteria established by the University after consultation with the Association.

ARTICLE XXV - SUPPORT SYSTEMS

A. The University has the responsibility for providing effective and efficient support systems. It is the responsibility of the University to provide faculty with necessary and required teaching facilities, office spaces, materials, supplies, equipment and resources on a timely basis to support effective teaching and University-supported re-

search.

B. Within available funding levels, consistent with its other priorities and obligations and within reason, the University shall make a good faith effort to provide the following: secure and private office space, a faculty lounge, adequate duplicating facilities, adequate computer facilities, and adequate secretarial support and supplies.

C. The parties agree to establish a joint labor-management committee within sixty (60) days of the signing of this Agreement which shall meet periodically to review and suggest improvements to the University's support systems and their operations.

ARTICLE XXVI - SAFETY AND HEALTH

The University has the responsibility for providing an environment that adequately protects the safety and health of all faculty members, and that is conducive to efficiency and productivity. To this end the parties shall establish a joint committee within 30 days of signing this Agreement to monitor these concerns, compile data, and make recommendations on safety and health issues. The committee shall meet at least monthly and shall make recommendations to the President of the University on a quarterly basis. The Administration will respond in writing to the committee's recommendations within 20 days. The names and office phone numbers of the committee members and the health, safety, and security offices will be published and distributed to the University community. Copies of the committee's recommendations and the Administration's response shall be provided to the Association. The Committee and/or Association President or designee shall, upon written request, have access to official health and safety inspection reports.

ARTICLE XXVII - VACANCY NOTICES

A. Notices of all vacancies and/or position openings in the University shall be forwarded to the Association President.

B. A notice of vacancy or position opening shall include a job description, salary range for the position, closing date of application and all necessary qualifications for said position.

C. All notices of vacancies and position openings shall be forwarded to all units for posting.

D. A listing of faculty vacancies shall be maintained and posted in the respective department, the Dean's Office, and the Office of Vice President for Academic Affairs, and the Association Office.

E. Vacancy notices shall be posted in the Office of Personnel for at least ten (10) working days prior to the closing dates, except in the case of emergency notices which shall be posted for at least five (5) working days prior to the closing dates.

F. The University shall maintain a recorded telephone service which shall list all vacancies currently posted and open, which shall be updated each working day, and which shall be in service twenty four (24) hours daily.

ARTICLE XXVIII - UNIVERSITY CALENDAR

A. The President shall promulgate, after consultation with the Faculty Association, no later than January 1, 1989 a three year University Calendar. The calendar shall list dates of activities of the University community. These activities shall include but not be limited to:

1. Orientation
2. Registration
3. Deadlines for Withdrawals
4. Study periods
5. Final Examinations
6. Submission of Grades
7. Removal of Incompletes
8. Convocations - student and faculty
9. Meetings of Board of Trustees, Faculty Association, and Faculty Senate
10. Deadlines for submission of schedules
11. Holidays, Semester and Spring Recesses
12. Beginning and end of semesters.

B. An Association representative shall be included as a member of any committee charged with making recommendations on the University Calendar.

C. On or before October 31 of each year, administrators of the University shall meet with representatives of the Association to consult on any amendments to the University Calendar for the ensuing academic year.

ARTICLE XXIX - NEW FACULTY

The University agrees to make available to new faculty the following information:

1. Current Personnel Policies (with index)
2. Faculty Handbook
3. University-Faculty Association Agreement
4. Academic Calendar

The University agrees to provide orientation for new faculty at the beginning of the Fall Semester and to invite the Faculty Association President or designee to participate.

ARTICLE XXX - ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the applicable area of collective bargaining. The understandings set forth in this Agreement (including any appendices and letters attached hereto) shall constitute the sole and entire agreement between the parties for the duration hereof. Matters not directly covered by this Agreement shall be governed by applicable D.C. regulations and law.

ARTICLE XXXI - SAVINGS CLAUSE

In the event that any provision of this Agreement is found to be inconsistent with existing laws, the provision of such laws shall prevail, and if any provision herein is determined to be invalid and unenforceable by a court or other authority having jurisdiction, such provision shall be

considered void, but all other valid provisions herein shall remain in full force and effect.

Should any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court or administrative agency of competent jurisdiction, such invalidation shall not affect any other part or provision herein.

No later than sixty (60) days after a written request by either party, negotiations regarding a substitute provision(s) for the invalidated provision(s) shall commence.

ARTICLE XXXII - DURATION OF THE CONTRACT

A. 1. This Agreement shall become effective as of October 1, 1988, and, except as otherwise provided in Paragraph 2 below, remain in full force and effect through September 30, 1993. The October 1, 1988 effective date shall not affect the validity of Article XVIII Sections (B)(1) and (C)(2).

2. Article XVIII (Compensation) shall remain in full force and effect only through September 30, 1990. At least ninety (90) days prior to September 30, 1990, the parties shall enter into reopened negotiations in an attempt to negotiate a successor Article XVIII to become effective as of October 1, 1990. Said negotiations shall be conducted pursuant to the law of the District of Columbia, and such procedural ground rules as may be agreed to by the parties. The terms of Article XVIII that were in effect as of September 30, 1990 shall remain in full force and effect unless and until changed as a result of said reopener.

B. The parties agree to commence negotiations for a successor Agreement not later than August 1, 1992. Said negotiations shall be conducted pursuant to the law of the District of Columbia, and such procedural ground rules as may be agreed to by the parties.

ARTICLE XXXIII - DISTRIBUTION OF AGREEMENT

Printed copies of this Agreement between the Association and the University shall be provided to the Association in sufficient number to allow for individual copies for each bargaining unit member within thirty (30) days of ratification. The University agrees to supply each new bargaining

unit member with a copy of the Agreement at the time of employment.

The cost of printing shall be borne by the University. The cost of preparing the Grievance Form and other forms necessary for the implementation of this Agreement shall be borne by the University.

NEGOTIATING TEAMS

Faculty Association/nea	University of the District of Columbia
Samuel F. Carcione, Chief Negotiator	Michael Goldstein, Chief Negotiator
Emmanuel Chatman, Alternate Chief Negotiator	John W. Garland, Alternate Chief Negotiator
Katie Inmon-Landry	W. Sue Reddick
Harold Goldstein	Elliot Shaller
Leslie Richards	Leander Coles
Lauckland Nicholas	Jennifer Dobbins Edward Jones

Samuel F. Carcione,
President

Nira Hardon-Long, Chairman
Board of Trustess

Rafael L. Cortada, President

Signed by all Paries:

February 15, 1989

APPENDIX A

FORM G-1

UNIVERSITY OF THE DISTRICT OF COLUMBIA
UDCFA/nea FACULTY GRIEVANCE FORM

This Form is to be Filled Out in its Entirety

GRIEVANT(S): _____ FILING DATE: _____

DEPARTMENT _____ COLLEGE _____

HOME ADDRESS _____ PHONE _____

OFFICE ADDRESS _____ PHONE _____

NAME AND TITLE OF PERSON TO WHOM THE GRIEVANCE IS SUBMITTED:

_____

DATE RECEIVED: _____ SIGNATURE _____

==========

STATEMENT OF GRIEVANCE

APPLICABLE ARTICLE(S) AND SECTION(S) _____

NARRATIVE [State, to the extent known, the nature of the grievance, the act(s) of commission or omission giving rise to it, the date(s) and the person(s) responsible for those act(s). Attach a separate sheet if needed, and attach any relevant documentation.]

==========

REMEDY SOUGHT:

==========

AUTHORIZATION: (If desired)
I (WE) HEREBY AUTHORIZE UDCFA/nea TO ACT AS REPRESENTATIVE IN PROCESSING THIS GRIEVANCE.

SIGNATURE: _____

REPRESENTATIVE'S SIGNATURE _____

==========

I (WE) UNDERSTAND THAT BY DECLINING TO BE REPRESENTED BY UDCFA/nea I (WE) ASSUME RESPONSIBILITY FOR ANY AND ALL EXPENSES I (WE) MAY INCUR.

SIGNATURE: _____ SIGNATURE _____
Grievant Representative

APPENDIX B

UNIVERSITY OF THE DISTRICT OF COLUMBIA
FACULTY MEMBER EVALUATION FORM

COLLEGE_____ EVALUATION PERIOD_____

NAME_____ DEPARTMENT_____

DEPARTMENT EVALUATION AND PROMOTION COMMITTEE EVALUATION

A. Teaching (Job Performance for LRD) and Teaching-Related - 60% _____%

B. Scholarship and Professional Growth - 25% _____%

C. University Service - 70% _____%

D. Public Service - 5% _____%

Based on the evaluation of the faculty member in each of the categories, the Department Evaluation and Promotion Committee recommends that the faculty member be rated:

____Excellent____Above Average____Competent _____Less Than Satisfactory

Signature/Date_____
Chairperson, Departmental
Evaluation & Promotion Committee

OVERALL PERFORMANCE EVALUATION BY THE DEPARTMENT CHAIR

____Excellent____Above Average____Competent _____Less Than Satisfactory

Signature/Date_____
Department Chairperson

[NOTE: If the Department Chair's evaluation is less favorable to the faculty member than the rating of the DEPC, the Department Chair must attach an addendum which sets forth in specific terms the basis for his or her disagreement with the DEPC]

UNIVERSITY OF THE DISTRICT OF COLUMBIA

NOTICE OF APPEAL FORM -- FACULTY EVALUATION

_____
Name of Faculty Member

_____ Date of meeting with Department Chair

- OR -

_____ Date of waiver of meeting with Department Chair

Appeal to Dean
I hereby wish to appeal the evaluation of the Department Chair. The specific basis for my challenge is set forth below: (attach additional page(s) if necessary)

_____
Signature of Faculty Member

Date: _____

A copy of this form is to be provided to the Department Chair

UNIVERSITY OF THE DISTRICT OF COLUMBIA

NOTICE OF APPEAL FORM -- FACULTY EVALUATION

_____

Name of Faculty Member

Appeal to Provost/Vice President for Academic Affairs

I hereby wish to appeal the action of the Dean on my appeal of my evaluation by the Department Chair. The specific basis for my challenge is set forth below: (attach additional page(s) if necessary)

_____

Signature of Faculty Member

Date: _____

A copy of this form is to be provided to the Dean.

APPENDIX C

FORM P-1 85

UNIVERSITY OF THE DISTRICT OF COLUMBIA
APPLICATION FOR PROMOTION

Directions;

Complete this form, append all supporting documentation in the same order as listed herein, and submit to your Department Chairperson no later than the second Friday of September. Index all attachments and reference the attachment numbers in the appropriate section of this form.

NAME _____ DATE _____

COLLEGE _____ DEPARTMENT _____

CURRENT RANK _____ STEP _____

DATE PROMOTED TO
CURRENT RANK _____

DATE OF INITIAL EMPLOYMENT AT UDC OR
PREDECESSOR INSTITUTION _____

RANK APPLYING FOR _____

I. EARNED DEGREES AND CERTIFICATES

DEGREE	MAJOR	INSTITUTION	CITY/STATE	DATE

The remainder of this application pertains to the time period from the date of successful application for promotion to the current rank. Add additional pages as necessary. Material pertaining to the period before the date of successful application for promotion to current rank may be appended to the application.

II. PERFORMANCE EVALUATIONS

Summary of Previous Performance Evaluations (indicate both numerical score and rating for overall performance). Attach copies of referenced profile sheets. Begin listing with the most recent evaluation.

YEAR	TEACHING	SCHOLARSHIP	UNIV. SERV.	COMM. SERV.	OVERALL

III. SCHOLARSHIP AND PROFESSIONAL ACTIVITIES

A. Continuing Education

1. Courses completed for academic credit

DATE	COURSE NO. & TITLE	INSTITUTION	CREDIT HRS.	ATTACHMENT #

Has an official transcript been filed with the Office of Academic Affairs? _____ Yes _____ No

2. Short Courses, Workshops, etc. (not included in III A1)

DATE	TITLE	ROLE	SPONSOR(S)	HOURS	ATTACHMENT #

3. Conference Particpation

DATE	NATURE OF CONFERENCE	ROLE	ATTACHMENT #

B. AUTHORSHIPS

1. Books

DATE	TITLE	PUBLISHER	CO-AUTHOR(S)	ATTACHMENT #

2. Published Papers, Articles, Reports, etc.

DATE	TITLE	PUBLISHER	CO-AUTHOR(S)	ATTACHMENT #

3. Completed Unpublished Papers, Articles, Reports, etc.

DATE	TITLE	CO-AUTHOR(S)	ATTACHMENT #

C. Research Activities

1. Proposals

DATE	TITLE	FUNDING SOURCE	FUNDED		ATTACHMENT #
			Yes	No	

2. Research in Progress

STARTING DATE	EST. COMPLETION DATE	BRIEF DESCRIPTION	ATTACHMENT #

D. CREATIVE WORKS, SHOWS, EXHIBITS, PATENTS (include relevant information)

DATE	NATURE OF WORK/ BRIEF DESCRIPTION	SPONSOR(S)/SOURCE OF RECOGNITION	ATTACHMENT #

E. OTHER PROFESSIONAL ACTIVITIES (include all relevant information)

	ATTACHMENT #

F. UNIVERSITY SERVICE (include all relevant information)

1. Departmental

DATE(S)	ACTIVITY	TOTAL # OF ESTIMATED HOURS	ATTACHMENT #

2. College-wide

DATE(S)	ACTIVITY	TOTAL # OF ESTIMATED HOURS	ATTACHMENT #

3. University-wide

DATE(S)	ACTIVITY	TOTAL # OF ESTIMATED HOURS	ATTACHMENT #

G. COMMUNITY SERVICE (include all relevant information)

DATE(S)	ACTIVITY	TOTAL # OF ESTIMATED HOURS	ATTACHMENT #

DATE: _____ _____ SIGNED: _____
Faculty Member

DEPARTMENT CHAIRPERSON'S REVIEW OF
APPLICATION FOR PROMOTION

Applicant's Name: _____ For the Rank of _____

CATEGORY	OBSERVATIONS
II. PERFORMANCE EVALUATIONS	
III. A. CONTINUING EDUCATION	
B. AUTHORSHIPS	
C. RESEARCH	
D. WORKS, SHOWS, EXHIBITS PATENTS	
E. OTHER PROFESSIONAL ACTIVITIES	
F. UNIVERSITY SERVICE	
G. COMMUNITY SERVICE	

Strongly Recommended _____ Recommended But Not Strongly _____ Not Recommended _____

RANKED NUMBER _____ OF _____

Date: _____ Signed: _____
Department Chairperson

To be submitted to the College Evaluation and Promotion Committee Chairperson and to the applicant no later than the fourth Friday in October.

FORM P-3 85

DEPARTMENT EVALUATION AND PROMOTION COMMITTEE
REVIEW OF APPLICATION FOR PROMOTION

Applicant's Name: _____ For the Rank of _____

CATEGORY	OBSERVATIONS
II. PERFORMANCE EVALUATIONS	
III. A. CONTINUING EDUCATION	
B. AUTHORSHIPS	
C. RESEARCH	
D. WORKS, SHOWS, EXHIBITS PATENTS	
E. OTHER PROFESSIONAL ACTIVITIES	
F. UNIVERSITY SERVICE	
G. COMMUNITY SERVICE	

Strongly _____ Recommended

Recommended _____ But Not Strongly

Not Recommended _____

RANKED NUMBER _____ OF _____

Date: _____ Signed: _____
Chairperson, DEPC

To be submitted to the College Evaluation and Promotion Committee Chairperson and to the applicant no later than the first Friday in December.

FORM P-4 85

COLLEGE-WIDE EVALUATION AND PROMOTION COMMITTE
REVIEW OF APPLICATION FOR PROMOTION

Applicant's Name: _____ For the Rank of _____

CATEGORY	OBSERVATIONS
II. PERFORMANCE EVALUATIONS	
III. A. CONTINUING EDUCATION	
B. AUTHORSHIPS	
C. RESEARCH	
D. WORKS, SHOWS, EXHIBITS PATENTS	
E. OTHER PROFESSIONAL ACTIVITIES	
F. UNIVERSITY SERVICE	
G. COMMUNITY SERVICE	

Strongly Recommended _____ Recommended But Not Strongly _____ Not Recommended _____

RANKED NUMBER _____ OF _____

Date: _____ Signed: _____
Chairperson, College Evaluation and Promotion Committee

To be submitted to the Dean and to the applicant no later than the first Friday in February.

FORM P-5 85

DEAN'S REVIEW OF APPLICATION FOR PROMOTION

Applicant's Name: _____ For the Rank of _____

CATEGORY	OBSERVATIONS
II. PERFORMANCE EVALUATIONS	
III. A. CONTINUING EDUCATION	
B. AUTHORSHIPS	
C. RESEARCH	
D. WORKS, SHOWS, EXHIBITS PATENTS	
E. OTHER PROFESSIONAL ACTIVITIES	
F. UNIVERSITY SERVICE	
G. COMMUNITY SERVICE	

Recommended _____ Not Recommended _____

RANKED NUMBER _____ OF _____

Reason:

Date: _____ Signed: _____
Dean

To be submitted to the Provost/Vice President for Academic Affairs and to the applicant no later than the fourth Friday in February.

APPENDIX D

FORM L-1

UNIVERSITY OF THE DISTRICT OF COLUMBIA

APPLICATION FOR LEAVE - FACULTY

NAME _____ RANK _____ DATE _____

DEPT. _____ COLLEGE _____

I hereby request the leave status checked:

[] Bereavement	[] Emergency	[] Sabbatical
[] Court	[] Sick	[] Maternity/Paternity
[] Disability	[] Military	[] Professionaal/administrative
[] Educational	[] Without pay	[] Other

Leave is requested from: _____ month _____ day _____ year _____ hour

to: _____ month _____ day _____ year _____ hour

for a total of _____ days and _____ hours

Signature _____
Faculty Member

Purpose for which leave is requested: _____

Disposition of request for leave (department chairperson) *

[] approved
[] disapproved (reason) _____

Date _____ Signed _____
Department Chairperson

* For disability, educational, maternity/paternity, professional/administrative, sabbatical, without pay, and other leaves the approval of the chairperson is only a recommendation. Additional forms and approval are required for these leaves.